

# EXHIBIT

D

**Sam Vincent**

---

**From:** Elise Richard  
**Sent:** Wednesday, October 28, 2015 9:03 AM  
**To:** Paul Scott  
**Subject:** FW: Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination IV

Well there you go....

**From:** Edward Dabdoub [mailto:[eddie@miamidisabilitylawyers.com](mailto:eddie@miamidisabilitylawyers.com)]  
**Sent:** Wednesday, October 28, 2015 9:03 AM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Cc:** Diana Garcia <[diana@miamidisabilitylawyers.com](mailto:diana@miamidisabilitylawyers.com)>; brad@sohn.com; daddyash <[daddyash@comcast.net](mailto:daddyash@comcast.net)>  
**Subject:** Re: Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination IV

Elise:

Did you present my letter to the committee so Mr. Ashmore's situation can be given proper consideration.

I understand that you are only coordinating the examinations, but we need the issue of his disability, travel, and prolonged sitting to be addressed properly. It's not good enough to say you have to go because we said so.

I would like to hear from the committee or whoever has authority about accommodations for Ashmore.

Thank you,

**Edward Dabdoub, J.D., M.B.A.  
Disability Insurance & ERISA Attorney**

**Wagar Dabdoub, P.A.  
Toll Free: (888) 812-0393  
[www.florida-disability.com](http://www.florida-disability.com)**

On Oct 28, 2015, at 8:46 AM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Hello,

I reached out to the doctor to see if he can accommodate the request to break up the neuropsych testing into two days, and due to his full schedule he is unable to do that. Thus all three evaluations are still scheduled for 11/2, 11/3, and 11/4 in Atlanta. As far as travel is concerned you have a copy of the travel policy and Mr. Ashmore can make travel accommodations with Art at the Travel Store regarding seats and a car service. Please let me know if you have any questions.

Thank you,  
Elise Richard

**From:** Diana Garcia [mailto:[diana@miamidisabilitylawyers.com](mailto:diana@miamidisabilitylawyers.com)]  
**Sent:** Tuesday, October 27, 2015 4:53 PM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Cc:** Edward Philip Dabdoub <[eddie@miamidisabilitylawyers.com](mailto:eddie@miamidisabilitylawyers.com)>; [brad@sohn.com](mailto:brad@sohn.com)  
**Subject:** Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination IV

Dear Ms. Richard,

Good afternoon, Ms. Richard attached find the following correspondence in response to the most recent medical examination notices and letter.

Please do not hesitate to contact our office should you have any questions or concerns.

Sincerely,

Diana Z. Garcia

Appeal Coordinator

--  
**Diana Garcia**

**WAGAR • DABDOUB**  
DISABILITY INSURANCE & ERISA ATTORNEYS

1600 Ponce de Leon Boulevard, Suite 1205

Coral Gables, FL 33134

P: 305.754.2000

F: 305.754.2007

Toll Free: (888) 812-0393

[www.MiamiDisabilityLawyers.com](http://www.MiamiDisabilityLawyers.com)

**Sam Vincent**

---

**From:** Sam Vincent  
**Sent:** Thursday, October 29, 2015 4:04 PM  
**To:** Paul Scott  
**Subject:** 10/29 e-ballot  
**Attachments:** 10292015DICCDecisionSheet.xlsx

Darryl Ashmore. Based his days off of original cancellation 10/14, and started clock again 10/27 with attorney letter.  
Didn't know what you wanted to say with description. [REDACTED]

**Sam Vincent**  
Benefit Coordinator  
NFL Player Benefits

1-800-638-3186 ext 426  
Fax 410-783-0041

200 St. Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)



**Sam Vincent**

---

**From:** Paul Scott  
**Sent:** Thursday, October 29, 2015 4:51 PM  
**To:** Adora Williams; Alvaro Anillo; Chris Smith; Doug Ell; Dr. Allen Jackson; Mike Junk; Natalia Maroz; Patrick Reynolds; Sam Vincent  
**Subject:** 10/29 e-ballots  
**Attachments:** 102915DICCDDecisionSheet.xlsx

Good afternoon all—

We have posted 8 new applications to the website for your review as 10/29/2015 DICC e-ballots. Attached is a spreadsheet caselist for your reference.

Please note that all applications are well under 45 days, with the oldest being at 29 days as of today.

There are a couple of notable cases..

[REDACTED]  
5) Ashmore – his attorney has submitted letters complaining about our evaluation process. We he was initially scheduled for appointments in 3 separate cities due to doctor availability, but we tried to accommodate him at his request by scheduling all 3 of his appointments in Atlanta requiring only 1 trip...and that is still not satisfactory. As requested in his letter, we attempted to get our neuro-psychologist to adjust his schedule to accommodate multiple testing days, and they were unable to adjust.

[REDACTED]

Please let me know if you have any problems or questions.

Paul

**Paul Scott**  
Director of Disability Benefits

800-638-3186 [Plan Office]  
443-769-1411 [Direct]  
410-783-0041 [Fax]

200 St. Paul Place  
Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)



10/29/2015 E-Ballot					
Disability Applications	Case Type	# of Days Pending (as of October 29, 2015)	# Pages of Medical Records	Notes	Decision
1					
2					
3					
4					
5	Ashmore, Darryl	T&P	7 days	229 pages	15 years = 3/31/2018
6					
7					
8					

**Sam Vincent**

---

**From:** Smith, Chris <chris.smith@nflpa.com>  
**Sent:** Monday, November 02, 2015 4:29 PM  
**To:** Sam Vincent; Paul Scott; Reynolds, Patrick; Williams, Adora; Alvaro Anillo; Doug Ell; Dr. Allen Jackson; Mike Junk; Natallia Maroz  
**Subject:** RE: 10/22 e-ballots  
**Attachments:** 102615DICCDecisionSheet.xlsx; 102915DICCDecisionSheet (003).xlsx

Hello all. Attached are my decisions for 10/26 & 29. I will be forwarding 10/22 tomorrow.

Thanks and have a nice evening.

---

**Chris Smith**  
Assistant Director  
Benefits



1133 20th Street, NW  
Washington, DC 20036  
(P) (202) 756-9152  
(F) (202) 756-9312  
(M) (240) 486-9390  
**NFLPA.COM**

**From:** Sam Vincent [mailto:[svincent@nflpb.org](mailto:svincent@nflpb.org)]  
**Sent:** Thursday, October 22, 2015 6:26 PM  
**To:** Paul Scott <[pscott@nflpb.org](mailto:pscott@nflpb.org)>; Reynolds, Patrick <[Patrick.Reynolds@NFL.com](mailto:Patrick.Reynolds@NFL.com)>; Smith, Chris <[chris.smith@nflpa.com](mailto:chris.smith@nflpa.com)>; Williams, Adora <[Adora.Williams@nflpa.com](mailto:Adora.Williams@nflpa.com)>; Alvaro Anillo <[AIA@groom.com](mailto:AIA@groom.com)>; Doug Ell <[DWE@groom.com](mailto:DWE@groom.com)>; Dr. Allen Jackson <[ajackson.ortho@gmail.com](mailto:ajackson.ortho@gmail.com)>; Mike Junk <[MJunk@groom.com](mailto:MJunk@groom.com)>; Natallia Maroz <[nmaroz@groom.com](mailto:nmaroz@groom.com)>  
**Subject:** 10/22 e-ballots

Good evening everyone —

We have posted 10 new applications and 2 reclassification requests to the website for your review as 10/22/2015 DICC e-ballots. Attached is a spreadsheet caselist for your reference.

Please note that all applications are under 45 days, with the oldest being 36 days as of today.

Please let me know if you have any problems or questions. Thank you!

**Sam Vincent**  
Benefit Coordinator  
NFL Player Benefits

1-800-638-3186 ext 426

Fax 410-783-0041

200 St. Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)



---

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify [administrator@nflpa.com](mailto:administrator@nflpa.com) immediately and delete it from your computer. Messages sent electronically to and from this organization may be monitored. Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Therefore, we do not accept responsibility for any errors or omissions that are present in this message, or any attachment, that have arisen as a result of e-mail transmission. If verification is required, please request a hard-copy version. Any views or opinions presented are solely those of the author and do not necessarily represent those of the company.

10/29/2015 E-Ballot					
Disability Applications	Case Type	# of Days Pending (as of October 29, 2015)	# Pages of Medical Records	Notes	Decision
1					
2					
3					
4					
5	Ashmore, Daryl	T&P	7 days	229 pages	Failure to Comply
6					
7					
8					

SEPARATOR PAGE  
INTENTIONALLY BLANK

**Elise Richard**

---

**From:** Elise Richard  
**Sent:** Thursday, October 08, 2015 1:35 PM  
**To:** daddyash  
**Subject:** RE: FW: Application Confirmation Letter for Darryl Ashmore

Yes, the application was received and is good to go. Thanks!

**From:** daddyash [mailto:[daddyash@comcast.net](mailto:daddyash@comcast.net)]  
**Sent:** Thursday, October 08, 2015 1:33 PM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** RE: FW: Application Confirmation Letter for Darryl Ashmore

Elise

Good afternoon. This is Darryl Ashmore, just following up with you ..I faxed the updated app to the office yesterday . I called , but u were busy and someone gave me the fax. The fax cover was informal, but I just wanted to make sure everything was alright and you received it. Thx..

Sent from my T-Mobile 4G LTE Device

----- Original message -----

**From:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Date:** 10/06/2015 3:32 PM (GMT-05:00)  
**To:** [daddyash@comcast.net](mailto:daddyash@comcast.net)  
**Cc:**  
**Subject:** FW: Application Confirmation Letter for Darryl Ashmore

Here is the application again.

**From:** Elise Richard  
**Sent:** Wednesday, June 03, 2015 10:41 AM  
**To:** 'daddyash@comcast.net' <[daddyash@comcast.net](mailto:daddyash@comcast.net)>  
**Subject:** Application Confirmation Letter for Darryl Ashmore

6/3/2015

Darryl Ashmore  
8695 Thornbrook Terrace Point  
Boynton Beach, FL 33473

RE: Application for Disability Benefits  
Incomplete Application Due to Missing Information

Dear Mr. Ashmore

We recently received your application for disability benefits, and we note that your application is missing the following:

-An out of date application was submitted. Enclosed, please find the updated total and permanent application. After the form is filled out, please submit the application to the Plan Office.

-No medical records were included with your application. Please submit your medical records to the Plan Office.

Please supply the missing information to the Plan Office as soon as possible. Until you do, we will consider your application incomplete, and we cannot process it further.

If you do not wish to supplement your application, you must advise us in writing that the application is complete without the requested information, and we will process the application accordingly.

If you have any questions, please contact the Plan Office.

Very truly yours,

Elise Richard  
Benefits Coordinator

**Elise Richard**

---

**From:** daddyash <daddyash@comcast.net>  
**Sent:** Thursday, October 08, 2015 5:05 PM  
**To:** Elise Richard  
**Subject:** RE: Application Confirmation Letter for Darryl Ashmore

Received and understood!

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Elise Richard <erichard@nflpb.org>  
Date: 10/08/2015 4:46 PM (GMT-05:00)  
To: daddyash <daddyash@comcast.net>  
Cc:  
Subject: Application Confirmation Letter for Darryl Ashmore

10/8/2015

Darryl Ashmore  
8695 Thornbrook Terrace Point  
Boynton Beach, FL 33473

RE: Application for Disability Benefits  
Notice of Required Medical Examination

Dear Mr. Ashmore:

We received your application for disability benefits. Under the terms of the NFL Player Disability & Neurocognitive Benefit Plan, a Player who applies for benefits may be required to submit to an examination by a physician or other medical professional selected by the Plan, and the Player may be required to submit to such further examinations as, in the opinion of the Plan, are necessary to make an adequate determination regarding the Player's physical or mental condition.

This letter is sent to advise you that you must attend a medical examination by a physician or physicians selected by the Plan, at the Plan's expense. The Plan Office will contact you shortly to schedule the examination(s), which for your planning purposes will likely take place within the next 30 days. Once scheduled, the Plan Office will send another letter confirming the date and location of the examination(s).

You (and your representatives, family, friends, etc.) may not contact the physician's office for any reason. If, for example, you wish to submit additional documents for review by the physician, you should contact the Plan Office. And, if you cannot attend a scheduled examination for any reason, you should contact the Plan Office immediately.

If you fail to attend this medical examination without providing at least two business days advance notice, your application will be denied.

Very truly yours,

Elise Richard  
Benefits Coordinator

**Elise Richard**

---

**From:** Elise Richard  
**Sent:** Friday, October 09, 2015 7:35 AM  
**To:** Eric Brahin  
**Subject:** RE: Appointment Request

Awesome! Thank you!

**From:** Eric Brahin [mailto:[ebrahin@drbrahin.com](mailto:ebrahin@drbrahin.com)]  
**Sent:** Thursday, October 08, 2015 5:19 PM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** Re: Appointment Request

Sold! 7 am

Sent from my iPhone

On Oct 8, 2015, at 2:30 PM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Hello Dr. Brahin!

Do you have any appointments available on 10/16 for a T&P evaluation?

Player: Darryl Ashmore  
Phone number: 561-654-1395  
DOB: 11/01/1969

Thank you,

Elise Richard  
Benefit Coordinator  
Phone: 443.769.1446  
Fax: 410.783.0041

NFL Player Benefits  
200 Saint Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)

<image001.jpg>

**Elise Richard**

---

**From:** daddyash <daddyash@comcast.net>  
**Sent:** Friday, October 09, 2015 2:02 PM  
**To:** Elise Richard  
**Subject:** RE: Appointment Letter for Darryl Ashmore

Thank you Elise

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Elise Richard <erichard@nflpb.org>  
Date: 10/09/2015 1:20 PM (GMT-05:00)  
To: daddyash <daddyash@comcast.net>  
Cc:  
Subject: RE: Appointment Letter for Darryl Ashmore

Mr. Ashmore,

As requested, please find attached a copy of the authorized rep form.

Thank you,

Elise Richard

**From:** daddyash [mailto:daddyash@comcast.net]  
**Sent:** Friday, October 09, 2015 1:09 PM  
**To:** Elise Richard <erichard@nflpb.org>  
**Subject:** RE: Appointment Letter for Darryl Ashmore

good afternoon Elise, may I get a new designation of representation form from you as soon as possible thank you

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
Date: 10/09/2015 10:08 AM (GMT-05:00)  
To: daddyash <[daddyash@comcast.net](mailto:daddyash@comcast.net)>  
Cc:  
Subject: Appointment Letter for Darryl Ashmore

10/9/2015

Darryl Ashmore  
8695 Thornbrook Terrace Point  
Boynton Beach FL 33473

Re: Application for Disability Benefits  
Confirmation and Scheduling of Required Medical Examination

Dear Mr. Ashmore:

We write to confirm that your medical examination has been scheduled as follows:

Appointment Date/Time : Thursday, October 22, 2015 - 8:30AM-4:30PM  
Physician: Rodney Vanderploeg, PhD., ABPP-CN  
Specialty: NEUPS  
Location: 5322 Primrose Lake Circle, Suite G  
Tampa FL 33647  
(813)312-1771

On the day of your appointment, be sure to bring one form of photo identification with you to the examination and, after checking in at the facility, inform the receptionist that you are scheduled to see the physician identified above for purposes of a neutral examination conducted on behalf of the NFL Disability & Neurocognitive Benefit Plan.

Based upon the disabilities identified in your application, the physician will be prepared to evaluate any impairments to the following body parts:

Cognitive dysfunction

If you have any additional medical records you would like the physician to review, you must provide those records to the Plan Office at least ten (10) days prior to the scheduled examination.

By the time of your appointment, the Plan will have already provided the physician with your application and any medical records timely submitted to the Plan Office. However, you are encouraged to bring to the examination any relevant x-rays, MRIs, or other images/films that are in your possession.

For travel and planning purposes, be sure to allow approximately three to four hours for your examination and any follow-up testing the physician may require.

A copy of the Plan's Travel Expense Policy is enclosed. Please review it and contact Art Solis with "The Travel Store," (310) 752-9157, to arrange air transportation and lodging, if necessary.

You are reminded that you (and your representatives, family, friends, etc.) may not contact the physician's office for any reason. Please contact the Plan Office if you have any questions or concerns, including any problem attending the examination on the scheduled date, as your application for disability benefits will be denied if you fail to attend the scheduled examination.

If you have any questions, please contact the Plan Office.

Very truly yours,

Elise Richard  
Benefits Coordinator

Enclosure

**Elise Richard**

---

**From:** Elise Richard  
**Sent:** Wednesday, October 14, 2015 4:40 PM  
**To:** Eric Brahin  
**Subject:** Re: Appointment Request

No not at this time. You will be my first choice. Promise!

Sent from my iPhone

On Oct 14, 2015, at 4:36 PM, Eric Brahin <[ebrahin@drbrahin.com](mailto:ebrahin@drbrahin.com)> wrote:

Any chance for makeup in future?

Sent from my iPhone

On Oct 14, 2015, at 3:05 PM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

I am needing to cancel this appointment for the time being. Thanks!

**From:** Eric Brahin [mailto:[ebrahin@drbrahin.com](mailto:ebrahin@drbrahin.com)]  
**Sent:** Thursday, October 08, 2015 5:19 PM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** Re: Appointment Request

Sold! 7 am

Sent from my iPhone

On Oct 8, 2015, at 2:30 PM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Hello Dr. Brahin!

Do you have any appointments available on 10/16 for a T&P evaluation?

Player: Darryl Ashmore  
Phone number: 561-654-1395  
DOB: 11/01/1969

Thank you,

Elise Richard  
Benefit Coordinator  
Phone: 443.769.1446  
Fax: 410.783.0041

NFL Player Benefits  
200 Saint Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)

<image001.jpg>

**Elise Richard**

---

**From:** Rodney Vanderploeg <rdv53@aol.com>  
**Sent:** Thursday, October 15, 2015 8:28 AM  
**To:** Elise Richard  
**Subject:** RE: Appointment Request

OK, sorry to hear that. Hope we can re-schedule.

Rod

---

**From:** Elise Richard [mailto:[erichard@nflpb.org](mailto:erichard@nflpb.org)]  
**Sent:** Wednesday, October 14, 2015 4:05 PM  
**To:** Rodney Vanderploeg  
**Subject:** RE: Appointment Request

I am needing to cancel this appointment for the time being. Thanks!

**From:** Rodney Vanderploeg [mailto:[rdv53@aol.com](mailto:rdv53@aol.com)]  
**Sent:** Thursday, October 08, 2015 3:39 PM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** Re: Appointment Request

Ok, confirmed

Rod

Sent from my iPad

On Oct 8, 2015, at 3:30 PM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Confirming 10/22. Thank you!

**From:** Rodney Vanderploeg [mailto:[rdv53@aol.com](mailto:rdv53@aol.com)]  
**Sent:** Thursday, October 08, 2015 10:38 AM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** Re: Appointment Request

I have Thursday, October 22 available. Usual time from 8:30 AM to 4:30 PM.

Rod

Sent from my iPhone

On Oct 8, 2015, at 9:45 AM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Hello Dr. Vanderploeg!

Do you have any appointments available in the next two weeks for a T&P evaluation?

Player: Darryl Ashmore  
Phone number: 561-654-1395  
DOB: 11/01/1969

Thank you!

Elise Richard  
Benefit Coordinator  
Phone: 443.769.1446  
Fax: 410.783.0041

NFL Player Benefits  
200 Saint Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)

<image001.jpg>

**Elise Richard**

---

**From:** Bernstein & McCasland, MD, PC <[bernsteinandmccasland@yahoo.com](mailto:bernsteinandmccasland@yahoo.com)>  
**Sent:** Thursday, October 15, 2015 12:41 PM  
**To:** Elise Richard  
**Subject:** Re: Appointment Request

Great! I have him booked!

Stacy

5671 Peachtree Dunwoody Road NE Suite 515 Atlanta, GA 30342  
Phone: 404.531.0334 Fax: 404.531.0494  
E-Mail: [bernsteinandmccasland@yahoo.com](mailto:bernsteinandmccasland@yahoo.com)  
Website: [bernsteinandmccasland.com](http://bernsteinandmccasland.com)

On Thursday, October 15, 2015 12:10 PM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Yes, that is perfect! Thank you!

---

**From:** Bernstein & McCasland, MD, PC [mailto:[bernsteinandmccasland@yahoo.com](mailto:bernsteinandmccasland@yahoo.com)]  
**Sent:** Thursday, October 15, 2015 11:51 AM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** Re: Appointment Request

Hey Elise!

We could do 11/2/15 at 10:15 a.m. Does that work for you?

Stacy

5671 Peachtree Dunwoody Road NE Suite 515 Atlanta, GA 30342  
Phone: 404.531.0334 Fax: 404.531.0494  
E-Mail: [bernsteinandmccasland@yahoo.com](mailto:bernsteinandmccasland@yahoo.com)  
Website: [bernsteinandmccasland.com](http://bernsteinandmccasland.com)

On Thursday, October 15, 2015 11:48 AM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Hi Stacy!

Do you have 11/2 available for a T&P appointment?

Player: Darryl Ashmore  
Phone number: 561-654-1395  
DOB: 11/01/1969

Thank you!  
Elise Richard  
Benefit Coordinator  
Phone: 443.769.1446  
Fax: 410.783.0041

NFL Player Benefits  
200 Saint Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)



**Elise Richard**

---

**From:** Elise Richard  
**Sent:** Thursday, October 15, 2015 11:37 AM  
**To:** Brenda\_Jones@shepherd.org  
**Subject:** RE: Appointment Request

Awesome! I'll take it. Yes, Elton is here. Just let him know that you haven't heard from him recently.

**From:** Brenda\_Jones@shepherd.org [mailto:Brenda\_Jones@shepherd.org]  
**Sent:** Thursday, October 15, 2015 11:33 AM  
**To:** Elise Richard <erichard@nflpb.org>  
**Subject:** Re: Appointment Request

Yes, Dr. Apple is available on 11/4 at 12:30.

Elise, is Elton in the office. I sent him a couple emails but have not gotten a response?

Brenda F. Jones  
Medical Staff Office Manager  
Shepherd Center  
2020 Peachtree Rd NW  
Atlanta, GA 30309  
Ph 404-350-7779  
Fx 404-350-7381

---

From: Elise Richard <erichard@nflpb.org>  
To: "Brenda\_Jones@shepherd.org" <Brenda\_Jones@shepherd.org>,  
Date: 10/15/2015 09:47 AM  
Subject: Appointment Request

---

Good morning!

Do you have 11/4 available for a T&P evaluation?

Player: Darryl Ashmore  
Phone number: 561-654-1395  
DOB: 11/01/1969

Thank you,  
Elise Richard  
Benefit Coordinator  
Phone: 443.769.1446  
Fax: 410.783.0041

NFL Player Benefits  
200 Saint Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)



---

CONFIDENTIALITY NOTICE: This e-mail communication, including any attached files may contain material that is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. This communication is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or the person responsible for delivering this communication to the intended recipient, you are prohibited from retaining, using, disseminating, forwarding, printing or copying this communication. If you have received this email in error, please notify the sender by reply email and then delete this email and its attachments from your computer.

-- Thank you.

**Elise Richard**

---

**From:** Paul Scott  
**Sent:** Friday, October 16, 2015 9:33 AM  
**To:** Elise Richard  
**Subject:** Re: Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination III  
**Attachments:** image001.jpg

Actually, yes. Let him know this is the best we can do to accommodate him.

Sent from my iPhone

On Oct 16, 2015, at 9:31 AM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Did you want me to send out the rescheduled appointment letters and tell him that he has to go to the evaluations? Then present it?

**From:** Paul Scott  
**Sent:** Friday, October 16, 2015 9:28 AM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** Re: Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination III

Present him...they already declined a Player's attorney who tried this a couple of months ago. He said the same thing by ended up attending the evaluation.

Sent from my iPhone

On Oct 16, 2015, at 9:09 AM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

So much for making it easier to travel. I already rescheduled with all the docs in ATL, and will be sending out the appointment letters today.

**From:** Diana Garcia [mailto:[diana@miamidisabilitylawyers.com](mailto:diana@miamidisabilitylawyers.com)]  
**Sent:** Thursday, October 15, 2015 4:05 PM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Cc:** Edward Philip Dabdoub <[eddie@miamidisabilitylawyers.com](mailto:eddie@miamidisabilitylawyers.com)>; daddyash <[daddyash@comcast.net](mailto:daddyash@comcast.net)>; brad@sohn.com  
**Subject:** Re: Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination III

Dear Ms. Richard,

Good afternoon, Ms. Richard attached find Dr. Frank Conidi's letter in connection with Mr. Ashmore.

Please do not hesitate to contact our office should you have any questions or concerns.

Sincerely,

Diana Z. Garcia

Appeal Coordinator

--  
**Diana Garcia**

**WAGAR • DABDOUB**  
DISABILITY INSURANCE & ERISA ATTORNEYS

1600 Ponce de Leon Boulevard, Suite 1205

Coral Gables, FL 33134

P: 305.754.2000

F: 305.754.2007

Toll Free: (888) 812-0393

[www.MiamiDisabilityLawyers.com](http://www.MiamiDisabilityLawyers.com)

<Darryl Ashmore Enclosing Dr. Frank Conidi Letter .pdf>

**Elise Richard**

---

**From:** Paul Scott  
**Sent:** Wednesday, October 28, 2015 8:15 AM  
**To:** Elise Richard  
**Subject:** RE: 1001, 3 page(s)

I would try to stick with Macciocchi

Paul Scott  
Director of Disability Benefits

800-638-3186 [Plan Office]  
443-769-1411 [Direct]  
410-783-0041 [Fax]

200 St. Paul Place  
Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)

-----Original Message-----

**From:** Elise Richard  
**Sent:** Wednesday, October 28, 2015 8:09 AM  
**To:** Paul Scott <[pscott@nflpb.org](mailto:pscott@nflpb.org)>  
**Subject:** RE: 1001, 3 page(s)

Okay, thanks! Since they want to break it up into two trips anyway, maybe Vanderploeg can do it if Macciocchi can't since he is closer?

-----Original Message-----

**From:** Paul Scott  
**Sent:** Wednesday, October 28, 2015 6:49 AM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** RE: 1001, 3 page(s)

If Dr. Macciocchi can accommodate the scheduling over 2 days, I have no problem with it. He has a copy of the travel policy...Art can arrange for the seats and car service. He must arrange his travel and accommodations through the Travel Store. Any additional out of pocket expenses will have to be submitted for reimbursement.

Paul Scott  
Director of Disability Benefits

800-638-3186 [Plan Office]  
443-769-1411 [Direct]  
410-783-0041 [Fax]

200 St. Paul Place

Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)

-----Original Message-----

From: Elise Richard  
Sent: Tuesday, October 27, 2015 4:50 PM  
To: Paul Scott <[pscott@nflpb.org](mailto:pscott@nflpb.org)>  
Subject: FW: 1001, 3 page(s)

Darryl Ashmore...his attorney is asking for special accommodations for his appointments in ATL. Please see attached.

-----Original Message-----

From: Kenya Williams-Broadnax  
Sent: Tuesday, October 27, 2015 4:47 PM  
To: Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
Subject: FW: 1001, 3 page(s)

-----Original Message-----

From: Mr Fax  
Sent: Tuesday, October 27, 2015 4:31 PM  
To: Main Fax <[mainfax@nflpb.org](mailto:mainfax@nflpb.org)>  
Subject: 1001, 3 page(s)

\*New Fax Received!\*

You have received a 3 page fax from  
(1001).

It was sent to 1041. The fax is attached to this email, open the attachment to view your fax.

**Elise Richard**

---

**From:** Stephen Macciocchi <snmphd@windstream.net>  
**Sent:** Wednesday, October 28, 2015 10:07 AM  
**To:** Elise Richard  
**Subject:** RE: Darryl Ashmore

Understood, we will try to accommodate everyone, but splitting these exams up causes problems other than scheduling such as validity issues when players don't get the same protocol and have time to research tests administered between exam times, so we should try to avoid it when possible.

SNM

---

**From:** Elise Richard [mailto:[erichard@nflpb.org](mailto:erichard@nflpb.org)]  
**Sent:** Wednesday, October 28, 2015 9:53 AM  
**To:** Stephen Macciocchi  
**Subject:** RE: Darryl Ashmore

Thank you, and I understand. I was just notified of his request for the accommodations, and he is only cancelled because he is refusing to make it the evaluations at this time.

Thanks again,  
Elise

**From:** Stephen Macciocchi [mailto:[snmphd@windstream.net](mailto:snmphd@windstream.net)]  
**Sent:** Wednesday, October 28, 2015 9:49 AM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** RE: Darryl Ashmore

E

OK, he's cancelled.

Going forward, I need to know ahead of time if someone needs special accommodations.

Thanks.

SNM

---

**From:** Elise Richard [mailto:[erichard@nflpb.org](mailto:erichard@nflpb.org)]  
**Sent:** Wednesday, October 28, 2015 9:10 AM  
**To:** Stephen Macciocchi  
**Subject:** RE: Darryl Ashmore

Dr. Macciocchi,

Please cancel this evaluation on 11/3, not 11/2.

Thank you,  
Elise Richard

**From:** Stephen Macciocchi [mailto:[snmphd@windstream.net](mailto:snmphd@windstream.net)]  
**Sent:** Wednesday, October 28, 2015 8:30 AM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** RE: Darryl Ashmore

E

I don't have records for him yet.

If he is scheduled for next week, we are booked the entire week.

We will give him frequent breaks and most players have similar problems and manage to make it through.

We'll take good care of him.

Let me know what you want to do.

SNM

---

**From:** Elise Richard [mailto:[erichard@nflpb.org](mailto:erichard@nflpb.org)]  
**Sent:** Wednesday, October 28, 2015 8:08 AM  
**To:** Stephen Macciocchi  
**Subject:** Darryl Ashmore

Hello Dr. Macciocchi,

Mr. Ashmore is requesting that the neuropsych testing be broken up into two days due to not being able to sit for protracted periods of time. He has an appointment on 11/2. Do you think that you could accommodate his request?

Thank you,

Elise Richard  
Benefit Coordinator  
Phone: 443.769.1446  
Fax: 410.783.0041

NFL Player Benefits  
200 Saint Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)



**Elise Richard**

---

**From:** Bernstein & McCasland, MD, PC <[bernsteinandmccasland@yahoo.com](mailto:bernsteinandmccasland@yahoo.com)>  
**Sent:** Wednesday, October 28, 2015 9:46 AM  
**To:** Elise Richard  
**Subject:** Re: Appointment Request

Good morning! I have Mr. Ashmore cancelled.

Stacy

5671 Peachtree Dunwoody Road NE Suite 515 Atlanta, GA 30342  
Phone: 404.531.0334 Fax: 404.531.0494  
E-Mail: [bernsteinandmccasland@yahoo.com](mailto:bernsteinandmccasland@yahoo.com)  
Website: [bernsteinandmccasland.com](http://bernsteinandmccasland.com)

On Wednesday, October 28, 2015 9:11 AM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Good morning!

Mr. Ashmore needs to cancel this evaluation for 11/2.

Thank you,  
Elise Richard

---

**From:** Bernstein & McCasland, MD, PC [mailto:[bernsteinandmccasland@yahoo.com](mailto:bernsteinandmccasland@yahoo.com)]  
**Sent:** Thursday, October 15, 2015 12:41 PM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** Re: Appointment Request

Great! I have him booked!

Stacy

5671 Peachtree Dunwoody Road NE Suite 515 Atlanta, GA 30342  
Phone: 404.531.0334 Fax: 404.531.0494  
E-Mail: [bernsteinandmccasland@yahoo.com](mailto:bernsteinandmccasland@yahoo.com)  
Website: [bernsteinandmccasland.com](http://bernsteinandmccasland.com)

On Thursday, October 15, 2015 12:10 PM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Yes, that is perfect! Thank you!

---

**From:** Bernstein & McCasland, MD, PC [mailto:[bernsteinandmccasland@yahoo.com](mailto:bernsteinandmccasland@yahoo.com)]  
**Sent:** Thursday, October 15, 2015 11:51 AM

**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** Re: Appointment Request

Hey Elise!

We could do 11/2/15 at 10:15 a.m. Does that work for you?

Stacy

5671 Peachtree Dunwoody Road NE Suite 515 Atlanta, GA 30342  
Phone: 404.531.0334 Fax: 404.531.0494  
E-Mail: [bernsteinandmccasland@yahoo.com](mailto:bernsteinandmccasland@yahoo.com)  
Website: [bernsteinandmccasland.com](http://bernsteinandmccasland.com)

On Thursday, October 15, 2015 11:48 AM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Hi Stacy!

Do you have 11/2 available for a T&P appointment?

Player: Darryl Ashmore  
Phone number: 561-654-1395  
DOB: 11/01/1969

Thank you!  
Elise Richard  
Benefit Coordinator  
Phone: 443.769.1446  
Fax: 410.783.0041

NFL Player Benefits  
200 Saint Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)



**Elise Richard**

---

**From:** Brenda\_Jones@shepherd.org  
**Sent:** Wednesday, October 28, 2015 9:20 AM  
**To:** Elise Richard  
**Subject:** RE: Appointment Request

I will remove from Dr. Apple's calendar. Thanks for the advance notice.

Brenda F. Jones  
Medical Staff Office Manager  
Shepherd Center  
2020 Peachtree Rd NW  
Atlanta, GA 30309  
Ph 404-350-7779  
Fx 404-350-7381

---

**From:** Elise Richard <erichard@nflpb.org>  
**To:** "Brenda\_Jones@shepherd.org" <Brenda\_Jones@shepherd.org>,  
**Date:** 10/28/2015 09:12 AM  
**Subject:** RE: Appointment Request

---

Good morning!

Mr. Ashmore needs to cancel his eval on 11/4.

Thank you,  
Elise Richard

**From:** Elise Richard  
**Sent:** Thursday, October 15, 2015 11:37 AM  
**To:** 'Brenda\_Jones@shepherd.org' <Brenda\_Jones@shepherd.org>  
**Subject:** RE: Appointment Request

Awesome! I'll take it. Yes, Elton is here. Just let him know that you haven't heard from him recently.

**From:** Brenda\_Jones@shepherd.org[mailto:Brenda\_Jones@shepherd.org]  
**Sent:** Thursday, October 15, 2015 11:33 AM  
**To:** Elise Richard <erichard@nflpb.org>  
**Subject:** Re: Appointment Request

Yes, Dr. Apple is available on 11/4 at 12:30.

Elise, is Elton in the office. I sent him a couple emails but have not gotten a response?

Brenda F. Jones  
Medical Staff Office Manager  
Shepherd Center  
2020 Peachtree Rd NW  
Atlanta, GA 30309  
Ph 404-350-7779  
Fx 404-350-7381

From: Elise Richard <erichard@nflpb.org>  
To: "Brenda\_Jones@shepherd.org" <Brenda\_Jones@shepherd.org>,  
Date: 10/15/2015 09:47 AM  
Subject: Appointment Request

---

Good morning!

Do you have 11/4 available for a T&P evaluation?

Player: Darryl Ashmore  
Phone number: 561-654-1395  
DOB: 11/01/1969

Thank you,  
Elise Richard  
Benefit Coordinator  
Phone: 443.769.1446  
Fax: 410.783.0041

NFL Player Benefits  
200 Saint Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)



---

CONFIDENTIALITY NOTICE: This e-mail communication, including any attached files may contain material that is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. This communication is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or the person responsible for delivering this communication to the intended recipient, you are prohibited from retaining, using, disseminating, forwarding, printing or copying this communication. If you have received this email in error, please notify the sender by reply email and then delete this email and its attachments from your computer.

-- Thank you.

---

CONFIDENTIALITY NOTICE: This e-mail communication, including any attached files may contain material that is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. This communication is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or the person responsible for delivering this communication to the intended recipient, you are

prohibited from retaining, using, disseminating, forwarding, printing or copying this communication. If you have received this email in error, please notify the sender by reply email and then delete this email and its attachments from your computer.

-- Thank you.

**Elise Richard**

---

**From:** Elise Richard  
**Sent:** Thursday, October 15, 2015 9:09 AM  
**To:** Stephen Macciocchi  
**Subject:** RE: Appointment Request

Okay, I will contact the other docs and let you know what I work out. Thanks!

**From:** Stephen Macciocchi [mailto:[snmphd@windstream.net](mailto:snmphd@windstream.net)]  
**Sent:** Wednesday, October 14, 2015 5:36 PM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Subject:** Re: Appointment Request

Elise, if you could get the guy in on 11/3 that would be best. I'm pretty booked up the week before that with exams.

**Stephen Macciocchi PhD ABPP**  
Atlanta Neuropsychology LLC

On Oct 14, 2015, at 4:04 PM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Hello again!

I am looking for your next available appointment for a T&P evaluation?

Player: Darryl Ashmore  
Phone number: 561-654-1395  
DOB: 11/01/1969

Elise Richard  
Benefit Coordinator  
Phone: 443.769.1446  
Fax: 410.783.0041

NFL Player Benefits  
200 Saint Paul Street, Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)



**Elise Richard**

---

**From:** Elise Richard  
**Sent:** Wednesday, October 28, 2015 2:47 PM  
**To:** Edward Dabdoub  
**Cc:** Diana Garcia; brad@sohn.com; daddyash  
**Subject:** RE: Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination IV

Mr. Dabdoub,

I will be presenting everything to the Committee.

Thank you,  
Elise Richard

**From:** Edward Dabdoub [mailto:[eddie@miamidisabilitylawyers.com](mailto:eddie@miamidisabilitylawyers.com)]  
**Sent:** Wednesday, October 28, 2015 9:03 AM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Cc:** Diana Garcia <[diana@miamidisabilitylawyers.com](mailto:diana@miamidisabilitylawyers.com)>; brad@sohn.com; daddyash <[daddyash@comcast.net](mailto:daddyash@comcast.net)>  
**Subject:** Re: Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination IV

Elise:

Did you present my letter to the committee so Mr. Ashmore's situation can be given proper consideration.

I understand that you are only coordinating the examinations, but we need the issue of his disability, travel, and prolonged sitting to be addressed properly. It's not good enough to say you have to go because we said so.

I would like to hear from the committee or whoever has authority about accommodations for Ashmore.

Thank you,

**Edward Dabdoub, J.D., M.B.A.  
Disability Insurance & ERISA Attorney**

**Wagar Dabdoub, P.A.  
Toll Free: (888) 812-0393  
[www.florida-disability.com](http://www.florida-disability.com)**

On Oct 28, 2015, at 8:46 AM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Hello,

I reached out to the doctor to see if he can accommodate the request to break up the neuropsych testing into two days, and due to his full schedule he is unable to do that. Thus all three evaluations are still scheduled for 11/2, 11/3, and 11/4 in Atlanta. As far as travel is concerned you have a copy of the travel policy and Mr. Ashmore can make travel accommodations with Art at the Travel Store regarding seats and a car service. Please let me know if you have any questions.

Thank you,  
Elise Richard

**From:** Diana Garcia [<mailto:diana@miamidisabilitylawyers.com>]  
**Sent:** Tuesday, October 27, 2015 4:53 PM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Cc:** Edward Philip Dabdoub <[eddie@miamidisabilitylawyers.com](mailto:eddie@miamidisabilitylawyers.com)>; [brad@sohn.com](mailto:brad@sohn.com)  
**Subject:** Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination IV

Dear Ms. Richard,

Good afternoon, Ms. Richard attached find the following correspondence in response to the most recent medical examination notices and letter.

Please do not hesitate to contact our office should you have any questions or concerns.

Sincerely,

Diana Z. Garcia

Appeal Coordinator

--  
**Diana Garcia**

**WAGAR • DABDOUB**  
DISABILITY INSURANCE & ERISA ATTORNEYS

1600 Ponce de Leon Boulevard, Suite 1205

Coral Gables, FL 33134

P: 305.754.2000

F: 305.754.2007

Toll Free: (888) 812-0393

[www.MiamiDisabilityLawyers.com](http://www.MiamiDisabilityLawyers.com)

**Elise Richard**

---

**From:** Paul Scott  
**Sent:** Wednesday, October 28, 2015 9:06 AM  
**To:** Elise Richard  
**Subject:** RE: Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination IV

Go ahead and present him and he will get a formal "you got to go" from the DICC.

**Paul Scott**  
**Director of Disability Benefits**

800-638-3186 [Plan Office]  
443-769-1411 [Direct]  
410-783-0041 [Fax]

200 St. Paul Place  
Suite 2420  
Baltimore, MD 21202

[www.mygoalline.com](http://www.mygoalline.com)



**From:** Elise Richard  
**Sent:** Wednesday, October 28, 2015 9:03 AM  
**To:** Paul Scott <[pscott@nflpb.org](mailto:pscott@nflpb.org)>  
**Subject:** FW: Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination IV

Well there you go....

**From:** Edward Dabdoub [<mailto:eddie@miamidisabilitylawyers.com>]  
**Sent:** Wednesday, October 28, 2015 9:03 AM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Cc:** Diana Garcia <[diana@miamidisabilitylawyers.com](mailto:diana@miamidisabilitylawyers.com)>; brad@sohn.com; daddyash <[daddyash@comcast.net](mailto:daddyash@comcast.net)>  
**Subject:** Re: Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination IV

Elise:

Did you present my letter to the committee so Mr. Ashmore's situation can be given proper consideration.

I understand that you are only coordinating the examinations, but we need the issue of his disability, travel, and prolonged sitting to be addressed properly. It's not good enough to say you have to go because we said so.

I would like to hear from the committee or whoever has authority about accommodations for Ashmore.

Thank you,

**Edward Dabdoub, J.D., M.B.A.**  
**Disability Insurance & ERISA Attorney**

**Wagar Dabdoub, P.A.**  
**Toll Free: (888) 812-0393**  
**www.florida-disability.com**

On Oct 28, 2015, at 8:46 AM, Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)> wrote:

Hello,

I reached out to the doctor to see if he can accommodate the request to break up the neuropsych testing into two days, and due to his full schedule he is unable to do that. Thus all three evaluations are still scheduled for 11/2, 11/3, and 11/4 in Atlanta. As far as travel is concerned you have a copy of the travel policy and Mr. Ashmore can make travel accommodations with Art at the Travel Store regarding seats and a car service. Please let me know if you have any questions.

Thank you,  
Elise Richard

**From:** Diana Garcia [<mailto:diana@miamidisabilitylawyers.com>]  
**Sent:** Tuesday, October 27, 2015 4:53 PM  
**To:** Elise Richard <[erichard@nflpb.org](mailto:erichard@nflpb.org)>  
**Cc:** Edward Philip Dabdoub <[eddie@miamidisabilitylawyers.com](mailto:eddie@miamidisabilitylawyers.com)>; [brad@sohn.com](mailto:brad@sohn.com)  
**Subject:** Mr. Ashmore- Confirmation and Scheduling of Required Medical Examination IV

Dear Ms. Richard,

Good afternoon, Ms. Richard attached find the following correspondence in response to the most recent medical examination notices and letter.

Please do not hesitate to contact our office should you have any questions or concerns.

Sincerely,

Diana Z. Garcia

Appeal Coordinator

--  
**Diana Garcia**

**WAGAR + DABDOUB**  
DISABILITY INSURANCE & ERISA ATTORNEYS

1600 Ponce de Leon Boulevard, Suite 1205  
Coral Gables, FL 33134  
P: 305.754.2000  
F: 305.754.2007

Toll Free: (888) 812-0393  
[www.MiamiDisabilityLawyers.com](http://www.MiamiDisabilityLawyers.com)

# DISABILITY PLAYBOOK

SUMMARY PLAN DESCRIPTION

NFL PLAYER DISABILITY &  
NEUROCOGNITIVE BENEFIT PLAN



Discover more at [www.mygoalline.com](http://www.mygoalline.com)

# Disability & Neurocognitive Benefit Plan

## NFL Player Disability & Neurocognitive Benefit Plan

200 St. Paul Street, Suite 2420  
Baltimore, MD 21202-2040  
(800) 638-3186

September 2015

### Dear NFL Player:

This booklet summarizes the NFL Player Disability & Neurocognitive Benefit Plan ("Disability Plan" or "Plan"). The Disability Plan provides disability benefits to eligible former National Football League ("NFL") Players.

This booklet describes the main features of the Disability Plan as of July 2015, including how to qualify for benefits, and the amount of benefits available for different classes of disability. Certain important terms are defined in the Appendix and are italicized throughout this booklet.

This Plan was originally created to provide additional benefits to certain Players who were deemed totally and permanently disabled under the Bert Bell/Pete Rozelle NFL Player Retirement Plan ("Retirement Plan"). In 2011, it was amended to also provide benefits to certain Players suffering from neurocognitive impairment, and was renamed the "NFL Player Supplemental Disability & Neurocognitive Benefit Plan." Effective as of January 2015, certain disability benefits have been moved from the Retirement Plan to this Plan, and this Plan was renamed the "NFL Player Disability & Neurocognitive Benefit Plan."

The Disability Plan provides three types of disability benefits: (1) total and permanent disability benefits, (2) line-of-duty disability benefits, and (3) neurocognitive disability benefits. The Disability Plan was created, and is maintained and funded, in accordance with the 2011 Collective Bargaining Agreement between the National Football League Players Association ("NFLPA") and the National Football League Management Council ("NFL Management Council").

This booklet and more information about the Disability Plan are on the Disability Plan's website. Go to [mygoalline.com](http://mygoalline.com) and click on "Disability Plan."

Please read this booklet carefully and show it to your family. It is important that your family be aware of the benefits of the Disability Plan. Please keep this booklet in your permanent records.

This booklet summarizes the Disability Plan in everyday language. It is not a substitute for the official Disability Plan document and, in the event of a conflict, the official Disability Plan document will control. If you would like to review the official Disability Plan document, please contact the NFL Player Benefits Office at the above address or call the toll-free number at (800) 638-3186. The staff will answer any questions you may have about your eligibility or your benefits.

Sincerely,

The Disability Board



# Disability & Neurocognitive Benefit Plan

## Table of Contents

<b>What's New?</b>	<b>1</b>
<b>Who Is a Participant in the Disability Plan?</b>	<b>1</b>
<b>What Types of Benefits Are Available Under the Disability Plan?</b>	<b>2</b>
<b>T&amp;P Benefits</b>	<b>2</b>
How Do You Apply for T&P Benefits?	2
Who Is Eligible to Receive T&P Benefits?	2
Who Is Considered to Be Totally and Permanently Disabled?	3
When Do You Have to Attend Medical Examinations?	4
What Categories of T&P Benefits Are Available?	5
How Do Substance Abuse and/or Psychological/Psychiatric Disorders Affect the Category of T&P Benefits?	6
Can Your T&P Benefits Be Reclassified Into A Different Category?	7
What Are Your T&P Benefits?	8
<b>What Other Rules Affect the Amount of Your T&amp;P Benefits?</b>	<b>9</b>
Neurocognitive Supplement	9
Grandfathered Benefits	9
Effect of Other Benefits and Court Orders	10
What Is the Effective Date of Your T&P Benefits?	10
Is Your Eligibility for T&P Benefits Subject to Periodic Review?	10
What Happens to Your T&P Benefits When You Reach Age 55?	11
When Will Your T&P Benefits End?	12
Serial Applications	13
Recovery of Certain Overpayments	13
<b>Line-of-Duty Benefits</b>	<b>14</b>
How Do You Apply for Line-of-Duty Benefits?	14
Who Is Eligible to Receive Line-of-Duty Benefits?	14
What Is A "Substantial Disablement Arising Out of NFL Football Activities"?	14
Do You Have to Attend Medical Examinations?	16
What Are Your Line-of-Duty Benefits?	16
What Is the Effective Date of Your Line-of-Duty Benefits?	17
When Will Your Line-of-Duty Benefits End?	17
Serial Applications	18
<b>Neurocognitive Benefits</b>	<b>18</b>
How Do You Apply for Neurocognitive Benefits?	18
Who Is Eligible to Receive Neurocognitive Benefits?	18
What Is A Mild or Moderate Neurocognitive Impairment?	19
Do You Have to Attend Medical Examinations?	19
Can Your Neurocognitive Benefits Be Reclassified Into a Different Category?	20
What Are Your Neurocognitive Benefits?	20
What Is the Effective Date of Your Neurocognitive Benefits?	21
Can You Sue the League for Head or Brain Injury After Receiving Neurocognitive Benefits?	21
When Will Your Neurocognitive Benefits End?	23
Serial Applications	24

# Disability & Neurocognitive Benefit Plan

<b>Coordination of Disability Benefits</b>	<b>24</b>
One Application At A Time	24
One Benefit At A Time	24
Uniform Procedures	25
Deemed Payments	25
Qualified Domestic Relations Orders	25
<b>Additional Information</b>	<b>26</b>
How Are Your Disability Benefits Taxed?	26
What Happens to Your Disability Benefits When You Die?	26
Are You Required to Have an Attorney to Apply for Disability Benefits?	26
What Else Do You Need to Know About Your Disability Plan?	27
Administration and Type of Plan	27
Chairman	27
Management Members	27
Player Members	27
Plan Administrator and Trustee	27
Agent for Service of Legal Process	28
Disability Initial Claims Committee	28
Custodian Bank	28
Union	28
Representative of the Employers	28
Employer Identification Number (EIN) Assigned to the Disability Board	28
Plan Number	28
Plan Year	29
Plan Amendment or Termination	29
Contributions	29
Plan Assets	29
Assignment of Benefits	29
Change of Address	29
Receipt of Documents	30
Missing Payees	30
Incapacity	30
Designating a Representative	30
Failure to Exhaust Administrative Remedies	31
Benefit Claim and Review Procedures for <i>Players</i> Requesting Disability Benefits	31
Limitation on Actions	34
Your ERISA Rights	35
No PBGC Insurance	37
Disclaimer	37
<b>Appendix A</b>	<b>38</b>
Definitions	38
<b>Appendix B</b>	<b>44</b>
Point System for Orthopedic Impairments	44

## What's New?

- Total and permanent disability benefits ("T&P benefits") that are awarded based on applications received on and after January 1, 2015 will be administered and paid from this Plan. T&P benefits that are awarded based on applications received before January 1, 2015 will be administered and paid from a combination of this Plan and the Retirement Plan.
- Line-of-duty disability benefits ("line-of-duty benefits") payable on and after January 1, 2015 will generally be administered and paid from this Plan, regardless of when the application is received. However, the Retirement Plan will continue to pay line-of-duty benefits for *Players* who elected to roll over their line-of-duty benefits directly to an IRA or another tax-favored retirement plan on or before November 12, 2014.
- Applications for line-of-duty benefits received on and after January 1, 2015 will be evaluated using a new point system to assess orthopedic impairments. (See Appendix B).
- All applicants for disability benefits must notify the NFL Player Benefits Office at least two business days in advance if they are unable to attend a scheduled physical examination. Failure to provide such notice will result in the application being denied, unless it is determined that the applicant was unable to attend the examination due to circumstances beyond his control.
- Applicants for disability benefits who would like the Plan's neutral physician(s) to review their medical reports or other information must submit those reports and/or information to the NFL Player Benefits Office at least 10 days in advance of the scheduled appointment.

## Who Is a Participant in the Disability Plan?

All *Players* participate in the Disability Plan

## What Types of Benefits Are Available Under the Disability Plan?

There are three types of Disability Plan benefits:

- (1) T&P benefits;
- (2) Line-of-duty benefits; and
- (3) Neurocognitive disability benefits

### T&P Benefits

#### How Do You Apply for T&P Benefits?

You may apply for T&P benefits by submitting an application for T&P benefits to the NFL Player Benefits Office. Applications are available online at [mygoalline.com](http://mygoalline.com) or by calling the NFL Player Benefits Office at (800) 638-3186. NFL Player Benefits Office staff can answer any questions you may have and if you wish will assist you in applying for disability benefits.

You may be awarded T&P benefits if (1) you are eligible to receive such benefits, and (2) you are considered to be totally and permanently disabled.

#### Who Is Eligible to Receive T&P Benefits?

You are eligible to receive T&P benefits if:

- You are an *Active Player* or a *Vested Inactive Player*; and
- You have at least one *Credited Season* after 1958; and
- You meet one of the following two conditions:
  - You are not already receiving retirement benefits under the Retirement Plan, or
  - You started retirement benefits under the Retirement Plan prior to age 55, and prior to age 55, you applied for and were awarded disability benefits under the Social Security Disability Insurance or Supplemental Security Income programs.

# Disability & Neurocognitive Benefit Plan

You are not eligible to receive T&P benefits if you are vested based solely on any of the following special rules:

- You were an *Employee* after March 31, 1976 and you have at least 10 *Years of Service*;
- You were an *Employee* after the 1988 *Plan Year* and have at least four *Years of Service*, at least one of which occurred after the 1988 *Plan Year* and was a *Year of Service* in which you did not earn a *Credited Season*;
- You were an *Employee* after the 1992 *Plan Year* and have at least three *Years of Service*, at least one of which occurred after the 1992 *Plan Year* and was a *Year of Service* in which you did not earn a *Credited Season*;
- You earned four *Credited Seasons*, none of which was after the 1973 season, and you were alive on June 1, 1998; or
- You first entered the League after April 1, 2012 and do not have three *Credited Seasons*, but you do have at least five *Years of Service*.

If you are unsure about your vested status, the NFL Player Benefits Office can tell you whether you are a *Vested Inactive Player* and, if so, whether you are vested based on special rules.

## **Who Is Considered to Be Totally and Permanently Disabled?**

You are considered to be totally and permanently disabled if the Disability Initial Claims Committee or the Disability Board ("Board") determines that (1) you are substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit, and (2) your condition is permanent. The Disability Initial Claims Committee or the Board will make these determinations based on all of the facts and circumstances in the administrative record.

Your educational level and prior training will not be considered in determining whether you are unable to engage in any occupation or employment for remuneration or profit. Your disability will be deemed

# Disability & Neurocognitive Benefit Plan

permanent if it has persisted or is expected to persist for at least 12 months from the date it arose, excluding any reasonably possible recovery period.

The fact that you are employed by the NFL or an NFL Club, manage personal or family investments, are employed by or associated with a charitable organization, are employed out of benevolence, or receive up to \$30,000 per year in earned income will not automatically disqualify you from receiving T&P benefits.

You are not considered to be totally and permanently disabled as a result of a disability suffered while in the military service of any country.

You also will be considered totally and permanently disabled if you have been awarded disability benefits under the Social Security Disability Insurance or Supplemental Security Income programs because you are unable to work, unless the Retirement Board determines that you are receiving such benefits fraudulently. To qualify, you must be receiving these government benefits at the time of your application.

## **When Do You Have to Attend Medical Examinations?**

In general, *Players* who apply and are eligible for T&P benefits are referred to one or more neutral physicians and/or to an institution for a medical examination. The Plan will pay the cost of these examinations. Neutral physicians provide important reports about the *Player's* physical and mental condition. Neutral physicians have been instructed to treat *Players* fairly, without bias for or against the *Player's* application.

You must provide two business days' advance notice to the NFL Player Benefits Office if you are unable to attend any scheduled physical examination. Your benefit application will be denied if you fail to provide such notice, unless it is found that you were unable to attend the examination due to circumstances beyond your control.

You may submit medical records in support of your application to the NFL Player Benefits Office, but these will be reviewed by the neutral physician only if submitted more than 10 days before the scheduled examination.

# Disability & Neurocognitive Benefit Plan

## What Categories of T&P Benefits Are Available?

Every Player who is awarded T&P benefits will be placed in one of four categories:

- **Active Football:** You may be eligible for this category if your disability(ies) results from NFL football activities, arises while you are an *Active Player*, and causes you to be totally and permanently disabled “shortly after” your disability first arises.
- **Active Nonfootball:** You may be eligible for this category if your disability(ies) does not result from NFL football activities, but does arise while you are an *Active Player*, and does cause you to be totally and permanently disabled “shortly after” the disability first arises.

If you become totally and permanently disabled no later than six months after a disability first arises, you will be conclusively deemed to have become totally and permanently disabled “shortly after” your disability first arises. If you become totally and permanently disabled more than 12 months after a disability first arises, you will be conclusively deemed not to have become totally and permanently disabled “shortly after” your disability first arises. In cases falling within this six to twelve-month period, the Disability Initial Claims Committee or the Board will determine whether the “shortly after” standard is satisfied.

- **Inactive A:** You may be eligible for this category if your written application for T&P benefits is received before 15 years after the end of your last *Credited Season*.
- **Inactive B:** You may be eligible for this category if you do not meet the requirements of the other three categories.

The Disability Initial Claims Committee and the Board will determine the category for which you are eligible based on the facts and circumstances in the administrative record. For example, determinations by the Social Security Administration as to the timing or causation of total and permanent disability are not binding.

# Disability & Neurocognitive Benefit Plan

In determining your appropriate classification under the four T&P benefit categories, you will be deemed not to have been totally and permanently disabled for all periods of time prior to 42 months before the Plan receives your written application or similar request that results in the award of a benefit. This 42-month limitation period will not include any period of time that the Disability Initial Claims Committee or the Board finds you to have been mentally or physically incapacitated in a manner that substantially interfered with the filing of your claim.

## **How Do Substance Abuse and/or Psychological/Psychiatric Disorders Affect the Category of T&P Benefits?**

If your disability is caused by use of, addiction to, or dependence upon (1) a controlled substance, (2) alcohol, or (3) illegal drugs, or if it results from a psychological/psychiatric disorder, your category of T&P benefits may be affected.

The term “controlled substance” is defined by federal law, and includes certain drugs that may be lawfully prescribed by a licensed physician. It does not include alcohol or illegal drugs. The term “illegal drugs” includes all drugs and substances (other than alcohol and controlled substances) taken in violation of law or NFL policy.

In general, if your total and permanent disability is caused by the use of a controlled substance, alcohol, or illegal drugs, you will only qualify for benefits in the “Inactive B” category, provided that the applicable requirements of this category are otherwise met. A total and permanent disability caused by the use of a controlled substance may, however, qualify you for benefits in the “Active Football,” “Active Nonfootball,” or “Inactive A” categories if the applicable requirements of these categories are otherwise met and (1) such use, addiction, or dependence results from the substantially continuous use of a controlled substance that was prescribed for you for NFL football activities or for injuries or illnesses arising out of NFL football activities while you are an *Active Player*, and (2) an application for T&P benefits is received based on such use of, addiction to, or dependence upon a controlled substance no later than eight years after the end of your last *Credited Season*.

# Disability & Neurocognitive Benefit Plan

In general, a total and permanent disability resulting from a psychological/psychiatric disorder will only qualify you for benefits in the "Active Nonfootball," "Inactive A" or "Inactive B" categories, provided that the applicable requirements of these categories are otherwise met. A total and permanent disability resulting from a psychological/psychiatric disorder may, however, qualify you for benefits under the "Active Football" category if the applicable requirements of that category are otherwise met and the psychological/psychiatric disorder (1) is caused by or relates to a head injury (or injuries) sustained in NFL football activities, (2) is caused by or relates to the use of a substance prescribed for you by a licensed physician for an injury (or injuries) or illness arising out of NFL football activities, or (3) is caused by an injury (or injuries) or illness that otherwise qualified you for the "Active Football" category of total and permanent disability benefits.

Please refer to the Disability Plan document for a more complete statement of the rules regarding substance abuse and/or psychological/psychiatric disorders.

## **Can Your T&P Benefits Be Reclassified Into A Different Category?**

As long as you remain totally and permanently disabled, you will continue to receive T&P benefits under the category for which you first qualify, unless you present evidence for reclassification that the Disability Initial Claims Committee or the Board finds to be clear and convincing. You must be able to demonstrate that, because of changed circumstances, such as a new physical disability, you satisfy the conditions of eligibility for a benefit under a different category of T&P benefits. New evidence regarding the timing or causation of a disability previously considered is not considered a "changed circumstance."

Your T&P benefit will not be reclassified or increased for periods of time prior to 42 months before the Plan receives a written application or similar letter requesting the reclassification or increase. In determining the appropriate classification under the four T&P benefit categories, it will be deemed that you were not totally and permanently disabled for all periods of time prior to 42 months before the Plan receives your written application or similar request that results in the award of a

# Disability & Neurocognitive Benefit Plan

benefit. These 42-month limitation periods will not include any period of time that the Disability Initial Claims Committee or the Board finds you to have been mentally or physically incapacitated in a manner that substantially interfered with the filing of your claim.

## What Are Your T&P Benefits?

The amount of your monthly T&P benefit depends on what category you are awarded, your *Disability Credits*, whether special rules apply, and whether you have reached age 55. The general rule is that your monthly benefit is the greater of (1) the minimum benefit for your category, and (2) your *Disability Credits*. Your *Disability Credits* are the sum of your *Benefit Credits* in the Retirement Plan plus your *Legacy Credits* in the Retirement Plan. *Disability Credits* do not include *Special Credits*. The NFL Player Benefits Office can tell you the amount of your *Disability Credits*.

If you are awarded T&P benefits based on an application received on or after January 1, 2015, your entire T&P benefit will be paid from this Disability Plan. Here are the minimum monthly benefits for each category:

T&P Benefit Category	Minimum Effective September 1, 2011	Minimum Effective January 1, 2016	Minimum Effective April 1, 2021
Active Football	\$20,834	\$22,084	\$4,000
Active Nonfootball	\$12,500	\$13,750	\$4,000
Inactive A	\$10,000	\$11,250	\$4,000
Inactive B	\$4,167	\$5,000	\$3,334

If you are awarded T&P benefits based on an application received before January 1, 2015, your T&P benefit will be the same as above, but some or all will be paid from the Retirement Plan. If you are awarded benefits in the Inactive B category, your entire disability benefit will be paid from the Retirement Plan. If you are awarded benefits in the Active Football, Active Nonfootball, or Inactive A categories, your benefit will be paid partly from the Retirement Plan and partly from the Disability Plan. In general, for these three categories, the amount of the minimum monthly benefit above that is paid from the Disability Plan is as follows:

# Disability & Neurocognitive Benefit Plan

T&P Benefit Category	Effective September 1, 2011	Effective January 1, 2016	Effective April 1, 2021
Active Football	\$16,834	\$18,084	\$0
Active Nonfootball	\$8,500	\$9,750	\$0
Inactive A	\$6,000	\$7,250	\$0
Inactive B	\$0	\$0	\$0

## What Other Rules Affect the Amount of Your T&P Benefits?

### Neurocognitive Supplement

- You will temporarily receive an additional \$1,667 per month if you qualify for the Moderate Impairment neurocognitive benefit within 15 years after the end of your last *Credited Season*, and you qualify for Inactive B T&P benefits after you are awarded Moderate Impairment neurocognitive benefits. Refer to page (18) of this Summary Plan Description for information regarding neurocognitive benefits. This additional monthly payment will commence from the month you are awarded Inactive B T&P benefits and will continue until the earliest of (1) the month your T&P benefits cease, (2) the month after you attain age 55, or (3) March 31, 2021.

### Grandfathered Benefits

- If you were receiving Active Football, Active Nonfootball, or Inactive A T&P benefits immediately prior to September 1, 2011, your total monthly benefit from the Retirement Plan and Disability Plan will not be less than the total monthly amount you were receiving from both plans prior to that date.
- If you were receiving Active Football, Active Nonfootball, or Inactive A T&P benefits immediately prior to September 1, 2014, and you qualified for *Special Credits* under the Retirement Plan on or after that date, your total monthly benefit from the Retirement Plan and Disability Plan will not be less than the total monthly amount you were receiving from both plans prior to that date.

# Disability & Neurocognitive Benefit Plan

## **Effect of Other Benefits and Court Orders**

- T&P benefits will be offset by any disability benefits provided by an employer other than the NFL or an NFL Club, but will not be offset by workers' compensation or Social Security disability benefits.
- If you were paid an early payment benefit under the Retirement Plan, your total benefit (whether paid by this Plan or by a combination of this Plan and the Retirement Plan) will be reduced.
- Your T&P benefit may be reduced by a Qualified Domestic Relations Order, or "QDRO."

NFL Player Benefits Office staff can answer any questions you may have regarding whether you are subject to any of these rules and the impact, if any, such rules have on the amount of your benefits. NFL Player Benefits Office staff can also tell you whether you are subject to a QDRO.

## **What Is the Effective Date of Your T&P Benefits?**

If your application is approved, T&P benefits will generally be paid retroactive to the first day of the month that is two months prior to the date your completed application is received by the NFL Player Benefits Office. However, if your application was delayed due to mental incapacity, benefits may be paid retroactively up to 36 months before your application was received.

## **Is Your Eligibility for T&P Benefits Subject to Periodic Review?**

Yes. If you are receiving T&P benefits, you are subject to periodic review to determine whether your total and permanent disability continues. If the Disability Initial Claims Committee or the Board determines that you are no longer totally and permanently disabled, your T&P benefits will terminate.

You may be required to attend a physical examination conducted by a neutral physician. Generally, these examinations will not occur more often than once every five years, except that upon request of three or more voting members of the Board, examinations may occur as frequently as once every six months.

# Disability & Neurocognitive Benefit Plan

In addition, to allow the Disability Initial Claims Committee and the Board to assess your continued eligibility for T&P benefits, you must submit an executed copy of IRS Form 4506 to the NFL Player Benefits Office by November 1 of each year. A Player who has not filed his annual federal income tax return by November 1 also must either (1) submit a signed statement that he does not intend to file such tax return, and state the amount of total income from all sources for that year, or (2) submit an accounting of his total income from all sources for that year.

Your T&P benefits may be suspended if you refuse to submit to a required physical examination or to submit an IRS Form 4506 and, if necessary, a signed statement or accounting. Suspension will continue until such refusal is resolved to the satisfaction of the Board. If such refusal is not resolved to the satisfaction of the Board within one year after you are notified of the consequences of your refusal, your T&P benefits will be terminated. In that event, you must submit a new application to be eligible to receive any further T&P benefits. If you submit such an application within the one year following the termination, your T&P benefits may be reinstated and the category under which your benefit is classified will be the same as before. If you submit an application after that one-year period, your application will be subject to the Plan's effective date and classification rules for new applications.

If you were awarded T&P benefits based on an award of Social Security disability benefits, you are required to submit proof annually that you are still receiving disability benefits from the Social Security Administration.

## **What Happens to Your T&P Benefits When You Reach Age 55?**

In general, when you reach age 55, your T&P benefits may be reduced to take into account your retirement benefit from the Retirement Plan. Your T&P benefits may be similarly reduced if you are awarded T&P benefits after you reach 55.

If you are awarded T&P benefits before you reach age 55, and before you are to receive any form of retirement benefits from the Retirement Plan, and if your 55th birthday is after August 1, 2011, your T&P benefits will be reduced when you reach age 55. The amount of the reduction

# Disability & Neurocognitive Benefit Plan

will be equal to the retirement benefit you could elect to receive under the Retirement Plan at age 55 if paid in the form of an annuity for your life only. This reduction applies even if you defer the receipt of your retirement benefits past age 55. Your total retirement benefit will be calculated taking into account your *Benefit Credits* and any *Legacy Credits* or *Special Credits* you may have.

If you are awarded T&P benefits after you reach 55, but before you elect to receive retirement benefits, and your 55th birthday is on or after August 1, 2011, your T&P benefits will be immediately reduced by the monthly retirement benefit you are eligible to receive from the Retirement Plan, assuming that you elected to receive your entire benefit in the form of a single life annuity beginning on the date your T&P benefits begin.

If you are awarded T&P benefits after you reach 55, but before you elect to receive retirement benefits, and your 55th birthday is before August 1, 2011, your T&P benefit will be reduced when you actually elect to receive retirement benefits. The amount of the reduction will depend on your age at that time but will not depend on the form of retirement benefits you elect.

If you are already receiving retirement benefits when you are awarded T&P benefits, your T&P benefit will be similarly reduced. Contact the NFL Player Benefits Office to determine your benefit in these situations.

## **When Will Your T&P Benefits End?**

Your T&P benefits will end when (1) the Disability Initial Claims Committee or the Board determines that you are no longer totally and permanently disabled, (2) the Board suspends or terminates these benefits because you failed to take actions (e.g., submit to periodic physical examinations) or provide documentation (e.g., IRS Tax Form, signed statement or accounting) necessary for the continuation of these benefits, or (3) you die. T&P benefits will also end if you were awarded disability benefits based on a determination from the Social Security Disability Insurance or Supplemental Security Income programs and your benefits under one of these programs end.

If you are receiving T&P benefits and, upon reevaluation, the Disability Initial Claims Committee deadlocks on the issue of whether you

# Disability & Neurocognitive Benefit Plan

continue to be entitled to T&P benefits, such deadlock will be treated as a deemed denial of your continued eligibility to receive benefits, and you will be notified of that deemed denial. If you appeal that deemed denial to the Board within 60 days from the date the notice of the deemed denial was mailed to you, your T&P benefits will continue to be paid until and unless the Board determines on appeal that you are no longer entitled to the benefits. If you do not appeal a deemed denial to the Board within 60 days, T&P benefits will not be paid with respect to any month that begins more than 60 days from the date of the deemed denial. If you later appeal the deemed denial to the Board (within 180 days of receiving this notice of denial) and the Board rules in your favor, T&P benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Board.

If your T&P benefits terminate, you will remain eligible to receive these benefits again should you experience a subsequent period of total and permanent disability. The classification and amount of your subsequent disability benefit will be determined without regard to any previous period of total and permanent disability.

## **Serial Applications**

If your application for T&P benefits has been denied and is not subject to further administrative review, you will be deemed not to be totally and permanently disabled for 12 months after the final denial. The Disability Initial Claims Committee or the Board may waive this rule upon a showing that you became totally and permanently disabled after the date of your initial claim because of a new injury or condition. This rule will also be waived, but not more than once in your lifetime, if your application is denied because you failed to attend a required examination.

This 12-month provision does not apply to applications that inform the Plan of a disability benefit awarded under the Social Security Disability Insurance or Supplemental Security Income programs.

## **Recovery of Certain Overpayments**

If you or a representative submits false information and, as a result, you receive disability benefits from the Disability Plan or the Retirement Plan to which you are not entitled, any further disability benefits payable to you or any beneficiary (including a dependent or alternate payee) from the Disability Plan will be reduced by the amount of the overpayment, plus interest at the rate of 6% per year.

## Line-of-Duty Benefits

### How Do You Apply for Line-of-Duty Benefits?

You may apply for line-of-duty benefits by submitting an application to the NFL Player Benefits Office. Applications are available online at [mygoalline.com](http://mygoalline.com) or by calling the NFL Player Benefits Office at (800) 638-3186. NFL Player Benefits Office staff can answer any questions you may have and if you wish will assist you in applying for disability benefits.

If you have four or fewer *Credited Seasons*, your application for line-of-duty benefits must be received within 48 months after you are no longer an *Active Player*. If you have five or more *Credited Seasons*, your application must be received within a number of years equal to the number of your *Credited Seasons* after you are no longer an *Active Player*. This application period may be extended for any period of time that the Disability Initial Claims Committee or the Board finds that you were physically or mentally incapacitated in a manner that substantially interfered with the filing of your claim.

### Who Is Eligible to Receive Line-of-Duty Benefits?

You may be entitled to a line-of-duty benefit if the Disability Initial Claims Committee or the Board determines that:

- You are not an *Active Player*;
- You are not receiving retirement benefits from the Retirement Plan;
- You have incurred a “substantial disablement arising out of NFL football activities;” and
- You timely applied for this benefit.

### What Is A “Substantial Disablement Arising Out of NFL Football Activities”?

A “substantial disablement” is a “permanent” disability(ies) that satisfies any one of the following criteria.

- For orthopedic impairments, the disability is rated at least 10 points using the Point System set forth in Appendix B.

# Disability & Neurocognitive Benefit Plan

- The disability results in a 50% or greater loss of speech or sight.
- The disability results in a 55% or greater loss of hearing.
- The disability is the primary or contributory cause of the surgical removal or major functional impairment of a vital bodily organ or part of the central nervous system.

A line-of-duty disability will be considered “permanent” if it has persisted or is expected to persist for at least 12 months from the date of its occurrence (excluding any reasonably possible recovery period), or is expected to result in death within 12 months.

A line-of-duty disability “arises out of NFL football activities” if it results from a pre-season, regular season, or post-season Game or any combination thereof, or out of NFL football activities supervised by an NFL Club, including all required or directed activities. A line-of-duty disability is not caused by NFL football activities if it results from other employment or athletic activity for recreation, or if it would not qualify for benefits but for an injury (or injuries) or illness that arises out of activities other than NFL football activities.

For applications received prior to January 1, 2015 based on orthopedic impairments, the Point System in Appendix B will not apply. Such orthopedic impairments will be a “substantial disablement” if they are “permanent” and they meet the following standards:

- For orthopedic impairments, using the American Medical Association Guides to the Evaluation of Permanent Impairment (Fifth Edition, Chicago IL) (“AMA Guides”), there is (a) a 38% or greater loss of use of the entire lower extremity; (b) a 23% or greater loss of use of the entire upper extremity; (c) an impairment to the cervical or thoracic spine that results in a 25% or greater whole body impairment; (d) an impairment to the lumbar spine that results in a 20% or greater whole body impairment; or (e) any combination of lower extremity, upper extremity, and spine impairments that result in a 25% or greater whole body impairment. In accordance with the AMA Guides, up to three percentage points may be added for excess pain in each category above ((a)

# Disability & Neurocognitive Benefit Plan

through (e)). The range of motion test will not be used to evaluate spine impairments.

## **Do You Have to Attend Medical Examinations?**

In general, if you apply for line-of-duty benefits you are referred to one or more neutral physicians and/or to an institution for a medical examination. The Plan will pay the cost of those examinations. Neutral physicians provide important reports on the *Player's* physical and mental condition. Neutral physicians have been instructed to treat a *Player* fairly, without bias for or against the *Player's* application. If you are referred for a medical examination, you must attend.

You must provide two business days' advance notice to the NFL Player Benefits Office if you are unable to attend scheduled physical examinations. Your benefit application will be denied if you fail to provide such notice, unless the Disability Initial Claims Committee or the Board finds that you were unable to attend the examination due to circumstances beyond your control.

If you would like the Plan's neutral physician to review your prior medical reports or any other information, you must submit those reports and/or information to the NFL Player Benefits Office at least 10 days in advance of when your appointment is scheduled to occur.

## **What Are Your Line-of-Duty Benefits?**

If you are eligible and otherwise meet the applicable requirements for line-of-duty benefits, your benefits will equal the greater of:

- The sum of your *Disability Credits* for *Credited Seasons* as of the date the disability occurs (including any credit for the *Plan Year* in which the disablement occurs if you reported to at least one official pre-season training camp or official practice session during the *Plan Year*), or
- \$3,000 per month (this amount will be increased in \$500 increments effective January 1 of 2017, 2019, and 2021). If line-of-duty benefits are payable retroactively to a month prior to January 2015, the minimum payment is \$2,500.

Your *Disability Credits* are your *Benefit Credits* plus any *Legacy Credits*. *Special Credits* are not included in your *Disability Credits*.

# Disability & Neurocognitive Benefit Plan

If you elected an early payment benefit under the Retirement Plan, your monthly line-of-duty benefit will be the greater of (1) the amount in the second bullet above reduced by 25%, or (2) 75% of the sum of your *Benefit Credits* at the time you received the early payment benefit plus any subsequent *Benefit Credit* increase plus *Legacy Credits*. Special Credits are not considered in this calculation.

## **What Is the Effective Date of Your Line-of-Duty Benefits?**

If your application is approved, you will begin to receive your monthly line-of-duty benefit retroactive to the first day of the month that is two months prior to the date your application is received.

## **When Will Your Line-of-Duty Benefits End?**

Your benefits will continue as long as your disability qualifies as a "substantial disablement," but not for longer than 90 months. To allow the Disability Initial Claims Committee and the Board to assess your continued eligibility for line-of-duty benefits, you may be required to attend physical examinations conducted by neutral physicians. These examinations will not occur more frequently than once every six months. If the Disability Initial Claims Committee or the Board determines that your disability no longer qualifies as a "substantial disablement," your benefits will end.

If you were receiving line-of-duty benefits under the Retirement Plan prior to January 1, 2015, your total period of line-of-duty benefits under this Plan will be 90 months minus the number of months you received line-of-duty benefits under the Retirement Plan.

If you are receiving line-of-duty benefits and, upon reevaluation, the Disability Initial Claims Committee deadlocks on the issue of whether you continue to be entitled to line-of-duty benefits, such deadlock will be treated as a deemed denial of your continued eligibility to receive benefits, and you will be notified of that deemed denial. If you appeal that deemed denial to the Disability Board within 60 days from the date the notice of the deemed denial was mailed to you, your line-of-duty benefits will continue to be paid until and unless the Board determines on appeal that you are no longer entitled to the benefits.

If you do not appeal a deemed denial to the Board within 60 days, line-of-duty benefits will not be paid with respect to any month that begins more than 60 days from the date of the deemed denial. However, if you later appeal the deemed denial to the Board (within 180 days of receiving this notice of denial) and the Board rules in your favor, line-of-duty benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Board.

### **Serial Applications**

If your application for line-of-duty benefits has been denied and is not subject to further administrative review, you will be deemed not to have a substantial disablement for 12 months after the final denial. The Disability Initial Claims Committee or the Board may waive this rule upon a showing that you became substantially disabled after the date of your initial claim because of a new injury or condition. This rule will also be waived, but not more than once in your lifetime, if your application is denied because you failed to attend a required.

## **Neurocognitive Benefits**

### **How Do You Apply for Neurocognitive Benefits?**

You may apply for neurocognitive benefits by submitting an application to the NFL Player Benefits Office. Applications are available online at [mygoalline.com](http://mygoalline.com) or by calling the NFL Player Benefits Office at (800) 638-3186. NFL Player Benefits Office staff can answer any questions you may have and if you wish will assist you in applying for disability benefits.

### **Who Is Eligible to Receive Neurocognitive Benefits?**

To be eligible for neurocognitive benefits you must:

- (1) be a *Vested Inactive Player* based on *Credited Seasons*, and be under age 55;
- (2) have at least one *Credited Season* under the Retirement Plan after 1994;
- (3) not receive retirement benefits or legacy benefits under the Retirement Plan;

# Disability & Neurocognitive Benefit Plan

- (4) not receive T&P benefits;
- (5) execute the release on page (22);
- (6) not have a pending application for T&P benefits or line-of-duty benefits;
- (7) attend all scheduled medical examinations; and
- (8) have a **mild** or **moderate** neurocognitive impairment, as determined by Disability Initial Claims Committee or the Board.

All applications for neurocognitive disability benefits must be received in complete form by June 30, 2016, unless this deadline is extended through collective bargaining.

## **What Is A Mild or Moderate Neurocognitive Impairment?**

You have a **mild** neurocognitive impairment if you have problems with one or more domains of cognitive functioning, which reflect acquired brain dysfunction, but not severe enough to cause marked interference in day-to-day activities.

You have a **moderate** neurocognitive impairment if you have problems with one or more domains of cognitive functioning which reflect acquired brain dysfunction resulting in marked interference in everyday life activities, but not severe enough to prevent you from working.

You will not be eligible for neurocognitive benefits if your neurocognitive impairment was caused by substance abuse or a psychiatric condition. If you have a substance abuse or psychiatric condition, you may be eligible for neurocognitive benefits only if your neurocognitive impairment is not caused by your substance abuse or a psychiatric condition.

## **Do You Have to Attend Medical Examinations?**

In general, a *Player* who applies for neurocognitive benefits is referred to one or more neutral physicians and/or to an institution for a medical examination or to other health care professionals. The Plan will pay

the cost of those examinations. Neutral physicians provide important reports on the *Player's* physical and mental condition. Neutral physicians have been instructed to treat a *Player* fairly, without bias for or against the *Player's* application. If you are referred for a medical examination, you must attend.

If you are otherwise eligible for neurocognitive benefits and you are referred for neuropsychological testing, you will undergo two validity tests, among other testing. If you fail both validity tests, you will not be eligible for the neurocognitive benefit. If you fail one validity test, you may be eligible for the neurocognitive benefit, but only if the neuropsychologist provides a satisfactory explanation for why you should receive the neurocognitive benefit despite the failed validity test.

You must provide two business days' advance notice to the NFL Player Benefits Office if you are unable to attend scheduled physical examinations. Your benefit application will be denied if you fail to provide such notice, unless the Disability Initial Claims Committee or the Board finds that you were unable to attend the examination due to circumstances beyond your control.

### **Can Your Neurocognitive Benefits Be Reclassified Into a Different Category?**

Yes. You may request reclassification of your neurocognitive benefit from the "Mild Impairment" to "Moderate Impairment" category, but not more often than once every three years. However, if you sustain a new injury or illness that causes cognitive impairment, you may request reclassification at any time.

### **What Are Your Neurocognitive Benefits?**

If you receive neurocognitive benefits due to **mild** impairment, your monthly benefit will be the greater of (1) 50% of your *Disability Credits* or (2) the appropriate amount in the following chart. Your *Disability Credits* are your *Benefit Credits* plus your *Legacy Credits*. *Special Credits* are not counted.

If you receive neurocognitive benefits due to **moderate** impairment, your monthly benefit will be the greater of your *Disability Credits* or the appropriate amount in the following chart.

# Disability & Neurocognitive Benefit Plan

Type of Neurocognitive Impairment	Minimum Effective January 1, 2015	Minimum Effective January 1, 2017	Minimum Effective January 1, 2019
Mild Impairment	\$2,250	\$2,625	\$3,000
Moderate Impairment	\$4,000	\$4,500	\$5,000

The rules below will apply in calculating your benefit if you have received an early payment benefit reduction under the Retirement Plan.

For **mild** impairment, the reduced benefit is the greater of:

- 75% of the monthly amount of the minimum neurocognitive impairment benefit; or
- 50% of the amount of the second bullet below.

For **moderate** impairment, the reduced benefit is the greater of:

- 75% of the monthly amount of the minimum neurocognitive impairment benefit; or
- 75% of the sum of your *Benefit Credits* at the time of the early payment distribution, plus 100% of *Benefit Credit* increases that take effect after your early payment benefit is paid (and is not included in your early payment benefit), plus 100% of your *Legacy Credits*.

## What Is the Effective Date of Your Neurocognitive Benefits?

Your benefits will be paid retroactive to the first day of the month that is two months prior to the date your application is received.

## Can You Sue the League for Head or Brain Injury After Receiving Neurocognitive Benefits?

No. In order to qualify for neurocognitive benefits you must sign a waiver confirming that you will not sue the League, any NFL Club, their employees or affiliates in an action alleging head and/or brain injury.

This waiver will be null and void if your application for neurocognitive benefits is denied and is not subject to further review, or if you never receive neurocognitive benefits because you qualified for more generous T&P or line-of-duty benefits. The release will remain in effect if you are determined to qualify for neurocognitive benefits, but you

# Disability & Neurocognitive Benefit Plan

22

decline to receive them or if you have received neurocognitive benefits for any period. The content of the waiver is as follows:

In consideration for the benefit provided under Article 65 of the Collective Bargaining Agreement between the NFL Management Council and the NFLPA, Player, on his own behalf and on behalf of his personal representatives, heirs, next of kin, executors, administrators, estate, assigns, and/or any person or entity on his behalf, hereby waives and releases and forever discharges the NFL and its Clubs, and their respective past, current and future affiliates, directors, officers, owners, stockholders, trustees, partners, servants and employees (excluding persons employed as players by a Club) and all of their respective predecessors, successors and assigns (collectively, the "NFL Releasees") of and from any and all claims, actions, causes of actions, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses, accounts, in law or equity, contingent or non-contingent, known or unknown, suspected or unsuspected ("Claims") that the Player has, had, may now have, or may have in the future arising out of, relating to, or in connection with any head and/or brain injury sustained during his employment by the Club, including without limitation head and/or brain injury of whatever cause and its damages (whether short-term, long-term, or death) whenever arising, including without limitation neurocognitive deficits of any degree, and Player covenants not to sue the NFL Releasees with respect to any such Claim or pursue any such Claim against the NFL Releasees in any forum. This release, waiver and covenant not to sue includes without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short-term and/or long-term effects of such injury and death) whenever arising, including without limitation after execution of this release, waiver and covenant not to sue. Player further acknowledges that he has read and understands Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

# Disability & Neurocognitive Benefit Plan

Player expressly waives and relinquishes all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the release of any unknown or unsuspected claims released hereunder that Player may have against the NFL Releasees. This release, waiver and covenant not to sue shall have no effect upon any right that Player may have to insurance or other benefits available under any Collective Bargaining Agreement between the NFL Management Council and the NFLPA, or under the workers' compensation laws, and Player acknowledges and agrees that such rights, if any, are his sole and exclusive remedies for any Claims.

Player acknowledges and agrees that the provision of the benefit under Article 65 shall not be construed as an admission or concession by the NFL Releasees or any of them that NFL football caused or causes, in whole or in part, the medical conditions covered by the benefit, or as an admission of liability or wrongdoing by the NFL Releases or any of them, and the NFL Releasees expressly deny any such admission, concession, liability or wrongdoing.

## **When Will Your Neurocognitive Benefits End?**

Your neurocognitive benefits will end the earliest of:

- The first day of the month that is 180 months after the effective date of your neurocognitive benefits;
- The date you no longer have a neurocognitive impairment;
- The date you reach age 55;
- The first day of the month following the month you first receive retirement benefits under the Bert Bell/Pete Rozelle Plan;
- The first day of the month after March 2021, unless the Plan is amended to the contrary; or
- The date you die.

### **Serial Applications**

If your application for neurocognitive benefits has been denied and is not subject to further administrative review, you will be deemed not to have a neurocognitive impairment for 12 months after the final denial. The Disability Initial Claims Committee or the Board may waive this rule upon a showing that you incurred a neurocognitive impairment after the date of your initial claim because of a new injury or condition. This rule will also be waived, but not more than once in your lifetime, if your application is denied because you failed to attend a required examination.

### **Coordination of Disability Benefits**

#### **One Application At A Time**

You may apply simultaneously for T&P benefits, line-of-duty benefits, and neurocognitive benefits, or any combination of these benefits. Once your application has been received by the Plan, you may not submit another application for any of these benefits until one of the following occurs: (1) all benefit claims on your pending application are denied by the Disability Initial Claims Committee or the Board and the time for appeal for each benefit claim has expired; (2) your appeal for any and all claims is denied by the Board and is not subject to further administrative review; or (3) you withdraw your application.

#### **One Benefit At A Time**

In general, if two or more disability benefits are payable during a month, only the larger monthly disability benefit will be paid, subject to the following rules:

- A *Player* who is eligible for and who is receiving neurocognitive benefits and subsequently is awarded T&P Benefits will not receive neurocognitive benefits for any month for which T&P benefits are paid.
- A *Player* who is eligible for and who is receiving neurocognitive benefits and who subsequently is awarded line-of-duty benefits, or who is eligible for and who is receiving line-of-duty benefits and who subsequently is awarded neurocognitive benefits, will receive only the larger of the two disability benefits for months in

# Disability & Neurocognitive Benefit Plan

which both are payable. In cases where the monthly neurocognitive benefit is equal to the monthly line-of-duty benefit, the Player will receive only one payment. Months in which both are payable will be counted against the 90-month maximum for line-of-duty benefits and the 180-month maximum for neurocognitive benefits.

### **Uniform Procedures**

The transition of certain disability benefits from the Retirement Plan to this Plan does not change the underlying procedures for applying for and receiving disability benefits. For example, materials submitted to or obtained by the Retirement Plan relating to an application will become part of the administrative record of this Plan. Decisions of the Retirement Plan will, where appropriate, be reviewed by this Plan as if they were prior decisions of this Plan. Rules on serial applications, reexaminations, tax returns, continuation of benefits, reclassification, duration of benefits, and similar provisions will be interpreted and administered as if this Plan and the Retirement Plan were a single plan.

### **Deemed Payments**

Overpayments by the Retirement Plan of T&P benefits or line-of-duty benefits that are not collectible from disability benefits under the Retirement Plan because of the transition of such benefits to this Plan will be deemed advance payments under this Plan. The monthly benefit amounts otherwise payable under this Plan will be reduced by the amount of the deemed advance payment divided by the remaining number of months that the benefit is expected to be paid. This reduction will cease when those deemed advance payments are reduced to zero. The Board may exercise discretion to apply any deemed advance payment to payments under this Plan more quickly in the circumstances of particular cases.

### **Qualified Domestic Relations Orders**

Qualified domestic relations orders received by the Retirement Plan prior to January 1, 2015 that provide disability benefits to an alternate payee under the Retirement Plan will be deemed to apply to disability benefits paid under this Plan on and after January 1, 2015, to the extent those benefits are now paid out of this Plan.

## Additional Information

### How Are Your Disability Benefits Taxed?

The Disability Plan is not in a position to provide legal or tax advice. Typically, the full amount of each payment is includible in income for federal tax purposes in the year that you receive it. You should contact your personal tax advisor to determine exactly how your benefits will be taxed.

### What Happens to Your Disability Benefits When You Die?

The Disability Plan stops making monthly payments when you die. The last payment will be a full monthly payment for the month in which your death occurs.

### Are You Required to Have an Attorney to Apply for Disability Benefits?

No. The application forms have been streamlined. You should find the applicable form easy to complete. If you have any questions, you can call the NFL Player Benefits Office and ask for assistance. If you wish, the staff will fill out the application as you direct and send it to you for your review and signature. You also can complete an online version of the form.

You are entitled to retain an attorney or advisor should you wish to do so for any reason. However, many attorneys demand a significant portion of your disability benefits just to file the initial application. If your initial application is denied in whole or in part for any reason, you have a right to appeal and submit any materials you wish for consideration by the Disability Board. The procedures for disability claims are discussed later in the section entitled, "Benefit Claim and Review Procedures."

In 2014, *Players* received over \$111 million in disability benefits from the Retirement Plan and NFL Player Supplemental Disability & Neurocognitive Benefit Plan (the predecessor to this Disability Plan). The Disability Plan has a nationwide panel of expert physicians who have been instructed to examine applicants fully and fairly. The Disability Plan also has a full-time Medical Director, who is a physician, with the authority and responsibility to oversee the Disability Plan's expert physicians.

## What Else Do You Need to Know About Your Disability Plan?

### Administration and Type of Plan

The Disability Plan is a multiemployer welfare benefit plan that provides disability benefits. The Disability Plan is administered by the Disability Board, which is a joint Board of Trustees. The Disability Board has six voting members, three of whom are selected by the NFLPA and three of whom are selected by the NFL Management Council. The Commissioner of the NFL is a nonvoting member and the chairman.

The following individuals are currently on the Disability Board:

#### Chairman

Roger Goodell

#### Management Members

Dick Cass  
Katie Blackburn  
Ted Phillips

#### Player Members

Jeff Van Note  
Robert Smith  
Sam McCullum

The Disability Board has absolute discretion and authority to interpret the Disability Plan, review claims for benefits, and decide how the Disability Plan applies in different situations. Any matter on which the Disability Board is deadlocked may be referred to an arbitrator. You can address correspondence to individual Disability Board members, c/o the Disability Plan at the address listed below. The day-to-day administration of the Disability Plan, on behalf of the Disability Board, occurs at the address of the Plan Administrator below:

#### Plan Administrator and Trustee:

Disability Board  
NFL Player Disability & Neurocognitive Benefit Plan  
200 Saint Paul St., Ste. 2420  
Baltimore, MD 21202

**Agent for Service of Legal Process**

The agent for service of legal process is the Disability Board, the joint Board of Trustees for the Disability Plan. Service of legal process also may be made on each individual member of the Disability Board.

**Disability Initial Claims Committee**

The Disability Initial Claims Committee has three members. One is appointed by the NFL Management Council and one is appointed by the NFLPA. The third member of the Disability Initial Claims Committee is the Plan's Medical Director. The Disability Initial Claims Committee has the authority and discretion to determine whether a Player is eligible for Disability Plan benefits.

**Custodian Bank**

The assets of the Disability Plan are held in an account by:

BNY MELLON  
ONE MELLON CENTER  
19TH FLOOR  
PITTSBURGH, PA 15258

**Union**

THE NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION  
1133 20TH ST NW  
WASHINGTON DC 20036

**Representative of the Employers**

NFL MANAGEMENT COUNCIL  
345 PARK AVE  
NEW YORK NY 10154

**Employer Identification Number (EIN) Assigned to the Disability Board**

#52-1852594

**Plan Number**

501

# Disability & Neurocognitive Benefit Plan

## **Plan Year**

Records for the Disability Plan are maintained on a *Plan Year* basis that begins on April 1 and ends on the following March 31. A *Plan Year* is identified by the calendar year in which it begins.

## **Plan Amendment or Termination**

The Disability Plan is maintained under *Collective Bargaining Agreements* between the NFLPA and the NFL Management Council. While there is a *Collective Bargaining Agreement* in effect, the NFLPA and the NFL Management Council, when acting jointly, may amend or terminate the Disability Plan. If there is no *Collective Bargaining Agreement* in effect, the Disability Board may amend the Disability Plan at any time, and may terminate the Disability Plan if no *Collective Bargaining Agreement* is in effect for more than one year.

## **Contributions**

Contributions to the Disability Plan are made at least quarterly to a trust fund by the member clubs of the NFL in amounts sufficient to pay estimated Disability Plan benefits and expenses. You do not make contributions in support of the Disability Plan.

## **Plan Assets**

The Disability Plan's assets are held in trust with the Disability Board serving as the Trustee. The Trust is intended to constitute a voluntary employees' beneficiary association, or "VEBA," within the meaning of section 501(c)(9) of the Internal Revenue Code. Assets will be used to pay benefits to *Players* or to pay the costs of administering the Disability Plan.

## **Assignment of Benefits**

In general, you cannot transfer, assign or pledge your benefits under the Disability Plan. Exceptions include a QDRO and an IRS tax levy.

## **Change of Address**

Be sure to keep the NFL Player Benefits Office informed of your current address. You can update your address on [mygoalline.com](http://mygoalline.com). A change of address card is also included in this booklet.

### **Receipt of Documents**

All correspondence, including forms, elections, and other documents that must be submitted or filed with the Disability Plan, are deemed received only if and when actually received by the Disability Plan, and not when mailed or otherwise sent.

### **Missing Payees**

If a benefit is payable to a *Participant* who cannot be found by the NFL Player Benefits Office, the entire benefit of, and amount payable to, that *Participant* will be forfeited at the end of that *Plan Year*. If the *Participant* subsequently provides accurate contact information to the NFL Player Benefits Office, the amount forfeited will be reinstated, and all amounts then due will be paid to such *Participant*.

### **Incapacity**

If you are incapacitated so as to be unable to manage your financial affairs, the Disability Board may, in its sole discretion, direct that your benefits be paid to your legal representative, relative or other individual for your benefit or otherwise direct that benefit payments be made on your behalf. In addition, the Disability Board may, in its sole discretion, establish a trust to hold your benefits on your behalf and appoint a trustee for that trust. The Disability Plan will pay reasonable expenses of the trust and its trustee. More information regarding such trusts is available from the NFL Player Benefits Office.

### **Designating a Representative**

For all types of claims and administrative review of claim denials, you can designate a representative to act on your behalf by submitting a written authorization to the NFL Player Benefits Office. You may not designate a representative who is a convicted felon. If you designate a representative to act on your behalf, unless you limit the scope of the representation in writing (or the representation is otherwise terminated), the decisions and other notices regarding your claim and/or administrative review of a claim denial will be sent to your representative, and your representative will be allowed to review and obtain copies of your Disability Plan records and other relevant information.

### **Failure to Exhaust Administrative Remedies**

If your claim for an eligibility determination or for benefits is denied in whole or in part (including a deemed denial) and you fail to request, in a timely manner, review by the Disability Board of the denial under the Disability Plan's review procedures described below, you will have failed to exhaust your administrative remedies. If you fail to exhaust your administrative remedies and later file a legal action in court on your denied benefit claim, the court may dismiss your claim.

### **Benefit Claim and Review Procedures for *Players* Requesting Disability Benefits**

This section describes the Disability Plan's procedures for (1) initial claims for disability benefits and (2) administrative review (also called administrative appeals) of denials, or partial denials, of claims for disability benefits.

Initial claims, including initial determinations on reexamination, are generally decided by the two members of the Disability Plan's Disability Initial Claims Committee who are not medical professionals. The member who is a medical professional will cast the deciding vote only if the other two members are deadlocked over a medical aspect of your claim. If, however, the member who is a medical professional determines that the medical evidence is either inconclusive or insufficient, he or she will abstain from voting and the resulting deadlock will be treated as a deemed denial of your claim. You will be notified of this deemed denial, which you may then appeal to the Disability Board.

In making these initial benefit determinations, the Disability Initial Claims Committee has absolute discretion and authority to interpret the Disability Plan and to make factual determinations. The Disability Initial Claims Committee ordinarily will reach a decision on a benefit claim for disability benefits within 45 days after it is received, although in some cases the decision may be delayed for up to two additional 30-day extension periods. You will be notified in writing if the decision time is extended beyond the initial 45-day period or beyond the first 30-day extension period. If the extensions are necessary because the Disability Initial Claims Committee needs additional information from you to decide your claim, you will be given at least 45 days to provide the specified information, and any time periods during which

# Disability & Neurocognitive Benefit Plan

the Disability Initial Claims Committee is waiting for you to provide the additional information do not count for purposes of computing the 30-day extension periods.

If your claim for disability benefits is denied, in whole or in part, you will receive a written notice of decision, which will set forth:

- (1) the specific reason(s) for the denial,
- (2) the specific Disability Plan provision(s) on which the denial is based,
- (3) a description of additional information necessary to perfect your claim and an explanation of why such additional material is necessary,
- (4) an explanation of the Disability Plan's appeal procedures for seeking review of denied or partially-denied claims, including your right to bring a civil action under ERISA if your claim is denied on review under the Disability Plan's appeal procedures,
- (5) any internal Disability Plan rule, guideline, protocol, or other similar criterion relied upon in making the determination (or state that such information is available free of charge upon request), and
- (6) if the denial was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Disability Plan to your circumstances (or state that such explanation is available free of charge upon request).

If the Disability Initial Claims Committee fails to notify you of its decision regarding your claim within the time periods described above, you can elect to treat that failure to respond as a deemed denial of your initial claim, which you may appeal to the Disability Board.

If you receive a notice of decision that is adverse to you in whole or in part on your claim for disability benefits that you want reviewed under the Disability Plan's appeal procedures, you must request administrative review (also called administrative appeal) in writing to

## Disability & Neurocognitive Benefit Plan

the Disability Board at the NFL Player Benefits Office within 180 days of receiving the notice of decision on your claim. You also can request administrative review of a deemed denial of your claim.

During the administrative review process, upon request and free of charge, you can have reasonable access to (and copies of) all documents, records, and other information relevant to your claim for disability benefits, and you also can submit issues and comments in writing to the Disability Board. In making its decision on review, the Disability Board will take into account all available information, regardless of whether it was available or presented to the Disability Initial Claims Committee, and will afford no deference to the determination made by the Disability Initial Claims Committee.

Neutral, board-certified physicians serve as Medical Advisory Physicians to the Disability Board. These doctors evaluate the medical aspects of certain disability applications. Medical Advisory Physicians will not be the same physician (or subordinate physician) who was consulted during the initial determination. Three members of the Disability Board may require the Medical Advisory Physician to make a final and binding determination if the Disability Board is deadlocked with respect to a medical decision as to whether you qualify for disability benefits. Any such designated physician will have full and absolute discretion, authority and power to decide such medical issues. In all other respects, including the interpretation of the Disability Plan and the decision as to whether the claimant is entitled to benefits, the Disability Board will retain its full and absolute discretion. Upon request, the Disability Board will identify the medical experts whose advice was obtained in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

The Disability Board ordinarily will make a decision on your request for review at its next meeting, or at its second meeting following receipt of your request for review if your request is received less than 30 days before the next meeting. However, if special circumstances exist, such as the need to obtain further clarifying information, the review may be delayed but will be made by no later than the third Disability Board meeting following receipt of your request for review. The Disability Board will notify you in writing of its decision on review. If the decision on review is adverse to you in whole or in part, the written notice will:

# Disability & Neurocognitive Benefit Plan

- (1) set forth the specific reason(s) for the decision,
- (2) provide specific references to the provision(s) of the Disability Plan on which the adverse decision was based,
- (3) state that you have a right, upon request and free of charge, to have access to and copies of all documents, records, and other information relevant to your claim,
- (4) state that you have a right to bring a civil action under ERISA following an adverse decision on review,
- (5) disclose any internal rule, guidelines, or protocol relied on in making the determination (or state that such information will be provided free of charge upon request), and
- (6) if the decision was based on a scientific or clinical exclusion or limit, contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the Disability Plan to your circumstances (or state that such explanation is available free of charge upon request).

## **Limitation on Actions**

You may not commence a legal action in a court on a benefit claim denial or partial denial more than 42 months from the date of the final decision on your claim. With respect to all other types of claims, you may not commence a legal action in a court after the earlier of –

- six years after the date of any omission, violation, or breach of any responsibility, duty, or obligation imposed by the Disability Plan or applicable laws, or
- three years after the earliest date that you knew or should have known of any such omission, violation, or breach; however, depending on the facts, certain exceptions may apply.

If you do file a legal action after these limitation periods have expired, the court may dismiss your claim.

### **Your ERISA Rights**

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

### **ERISA Provides That All Disability Participants Are Entitled to:**

#### **Receive Information About Your Plan Benefits:**

- Examine without charge at the NFL Player Benefits Office all official Disability Plan documents, including the *Collective Bargaining Agreement* ("CBA"), and any extensions thereto, a copy of the latest annual report (Form 5500 Series) filed by the Disability Board with the U.S. Department of Labor (and available at the Public Disclosure Room of the Employee Benefits Security Administration), and a copy of the updated Summary Plan Description. You can get copies of these Disability Plan documents if you ask in writing. The NFL Player Benefits Office may charge you a reasonable fee for copies of these documents, except for the Summary Plan Description.
- Receive a summary of the Disability Plan's annual financial report. The Disability Board is required by law to give you a copy of this Summary Annual Report every Plan Year.
- Obtain by written request to the NFL Player Benefits Office a complete list of employers and employee organizations sponsoring the Disability Plan. The list also is available for examination at the NFL Player Benefits Office. In addition, you may obtain by written request to the NFL Player Benefits Office information as to whether a particular employer or employee organization is a Disability Plan sponsor and, if so, the sponsor's address.

#### **Prudent Actions by Plan Fiduciaries:**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Disability Plan. The Disability Board members and certain others with responsibility for managing or operating the Disability Plan, called "fiduciaries" of the Disability Plan, have a duty to do their jobs prudently and in your interest and in the interest of all the other

# Disability & Neurocognitive Benefit Plan

Disability Plan participants. No one – neither your employer, your union, nor any other person – may terminate your employment or in any way discriminate against you to prevent you from obtaining a Disability Plan benefit or exercising your rights under ERISA.

### **Enforce Your Rights:**

If your claim for a Disability Plan benefit from the Disability Plan is denied in whole or in part, you have the right to receive a written explanation of the reason for the denial. You have the right to have the Disability Board review and reconsider your claim. And, under ERISA, there are steps you can take to exercise these rights.

For instance, if you ask for copies of the above materials from the NFL Player Benefits Office and do not receive them within 30 days, you can file suit in a federal court. In such a case, the court may require the Disability Board to provide the material. In addition, the court may impose a fine of up to \$110 a day on the Disability Board, payable to you, unless you did not get the materials because of some reason beyond the control of the Disability Board.

If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Disability Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file a suit in federal court. If the Disability Plan fiduciaries misuse the Disability Plan's money, or you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor. You may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the court decides in your favor, it may order the person you have sued to pay these court costs and legal fees. If you lose, the court may order you to pay these court costs and legal fees if, for example, it finds your claim is frivolous.

### **Assistance with Your Questions:**

If you have any questions about your Disability Plan, you should contact the Disability Board by writing or calling the NFL Player Benefits Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of

# Disability & Neurocognitive Benefit Plan

Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You also can obtain certain publications about your rights and responsibilities by calling the publications hotline of the Employee Benefits Security Administration.

## **No PBGC Insurance**

Benefits under the Disability Plan are not insured by the Pension Benefit Guaranty Corporation ("PBGC"). PBGC insurance protection is not available to welfare benefit plans such as this Disability Plan.

## **Disclaimer**

This summary is intended to describe in general terms the essential features of your Disability Plan. Every effort has been made to make sure that the information contained in this summary is correct; however, in the case of any discrepancy, the provisions of the actual Disability Plan and Trust will govern.

## Appendix A

### Definitions

**Active Player.** You are an Active Player if (1) you are obligated to perform football-playing services under a contract with an NFL Club, or (2) for purposes of qualifying for T&P benefits, you are no longer obligated to perform football-playing services under a contract with an NFL Club, but you are within the period beginning when your last contract expired or you were terminated for any reason, and ending on the later of the July 15 following the beginning of the period or the first day of pre-season training camp.

**Benefit Credits.** Benefits that correspond to certain *Credited Seasons* under the Retirement Plan. *Benefit Credits* are as follows:

<b>Credited Season</b>	<b>Benefit Credit</b>
Before 1982	\$250
1982 through 1992	\$255
1993 and 1994	\$265
1995 and 1996	\$315
1997	\$365
1998 through 2011	\$470
2012 through 2014	\$560
2015 through 2017	\$660
2018 through 2020	\$760

See the Retirement Plan document or SPD for eligibility requirements and further information.

**Collective Bargaining Agreement.** The collective bargaining agreement between the NFL Management Council and the NFLPA.

**Credited Season.** *Credited Season* under the Disability Plan has the same meaning as that term is defined in Section 1.11 of the Retirement Plan. As applied to the Disability Plan, a *Credited Season* is a *Plan Year* in which a *Player*:

# Disability & Neurocognitive Benefit Plan

- (a) is an *Active Player* (including an injured *Player* who otherwise satisfies the definition of *Active Player*) on the date of three or more *Games*, not including *Game* dates when he was on the *Future List* (for purposes of this subsection, a *Player* who was waived by his *Employer* on or before the date of a *Game* of that *Employer* in a particular week of the League schedule, and who is not eligible to be and is not an *Active Player* for another *Employer* for that same week of the League schedule, will be deemed to be an *Active Player* on the date of that *Game* for that week only);
- (b) is injured after April 1, 1970 in the course and scope of his employment for an NFL Club and by reason of such injury, and pursuant to an injury grievance settlement or an injury settlement waiver, receives payment equivalent to his salary for three or more *Games* or for a number of *Games* which, when added to the number of *Games* in such *Plan Year* for which he otherwise has credit, totals three or more;
- (c) after reporting to at least one official pre-season training camp or official practice session during such *Plan Year*, (1) dies, (2) becomes totally and permanently disabled under Section 3.3(a) or 3.3(b) of the Disability Plan or Section 5.3(a) or Section 5.3(b) of the Retirement Plan (or the corresponding section of prior Retirement Plan documents), or (3) incurs a disability that subsequently qualifies for a benefit under Section 5.1 of the Disability Plan or Section 6.1 of the Retirement Plan;
- (d) is absent from employment by an NFL Club while serving in the Armed Forces of the United States, provided such *Player* returns as an *Active Player*, after first being eligible for discharge from military service, by the later of (1) 90 days or any longer period prescribed by applicable law, or (2) the opening of the official pre-season training camp;
- (e) for payments on or after June 1, 1993, was absent from employment by an NFL Club while serving in the Armed Forces of the United States during the periods set forth in the table below if (1) during the one-year period ending on the date he entered the Armed Forces, such *Player* either played professional

# Disability & Neurocognitive Benefit Plan

football for an NFL Club or signed a contract (or a similar document) stipulating his intent to play professional football for an NFL Club, and (2) such *Player* was alive on the date set forth in the table below for the corresponding period:

<b>For Plan Years:</b>	<b>Such Player Was Alive On:</b>
April 1, 1941 through March 31, 1947	June 6, 1994
April 1, 1950 through March 31, 1955	May 1, 1996
April 1, 1960 through March 31, 1976	January 13, 2000

provided that *Credited Seasons* under Section 1.11(e) of the Retirement Plan will be granted only if and to the extent necessary for such *Player* to become a Vested Player (as defined in the Retirement Plan); or

- (f) effective April 1, 2001, has a season with at least eight Games on the practice squad in a *Plan Year* (either before or after April 1, 2001) in which he did not otherwise earn a *Credited Season*, provided that he is otherwise vested and earns a *Credited Season* in 2001 or later. A *Player* may earn a maximum of one *Credited Season* under Section 1.11(f) of the Retirement Plan regardless of the number of seasons in which he has at least eight Games on the practice squad.

You may earn no more than one *Credited Season* during a *Plan Year*. A *Credited Season* is identified by the calendar year in which it begins.

**Disability Credits.** The sum of your *Benefit Credits* and *Legacy Credits*.

**Employee.** You are an *Employee* if you are employed by an NFL Club as an *Active Player*, or if you are otherwise employed by an NFL Club or an affiliate of an NFL Club (that is, an entity in a controlled group with, under common control with, or in an affiliated service group with, an NFL Club) and your employment immediately precedes or immediately follows, without interruption, employment as an *Active Player*.

**Game.** Any regular-season League game or any post-season League game except the Pro Bowl.

# Disability & Neurocognitive Benefit Plan

**Hour of Service.** An *Hour of Service* is any hour for which you, as an *Employee*, are paid or entitled to payment (including hours for which back pay is either awarded or agreed to by an NFL Club). In general, an *Hour of Service* is also any hour that you are not working but are paid or entitled to payment from an NFL Club due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. However, you will not earn more than 501 *Hours of Service* for any single continuous period of paid time during which you were not working. Also, you cannot earn *Hours of Service* for time you do not work but are paid solely as a result of workers' compensation, unemployment compensation, or disability insurance laws, or as reimbursement for medical or medically related expenses. If your first *Hour of Service* is after March 31, 2010, you will be credited at all times with 10 hours of service for each day in which you complete at least one *Hour of Service*.

**League.** The National Football League.

**Legacy Credits.** You earn *Legacy Credits* if: (1) you are a vested *Player* taking into account only *Credited Seasons* before 1993; (2) you are alive on August 4, 2011. *Legacy Credits* are as follows:

<b>Credited Season</b>	<b>Legacy Credit</b>
Before 1975	\$ 124
1975 through 1992	\$ 108

See the Retirement Plan document or SPD for eligibility requirements and further information.

**Participant.** A *Participant* is an individual who receives benefits from the Disability Plan, including an alternate payee under a QDRO.

**Plan Year.** *Plan Year* means a 12-month period from April 1 to March 31. A *Plan Year* is identified by the calendar year in which it begins.

**Player.** You are a *Player* if you are or were employed under a contract by an NFL Club to play football in the *League*.

# Disability & Neurocognitive Benefit Plan

**Special Credits.** You earn *Special Credits* if: (1) you are a vested Player taking into account only *Credited Seasons* before 1993; (2) you are alive on August 4, 2011; and (3) you are not eligible for *Legacy Credits*. *Special Credit* benefits are as follows:

<b>Credited Season</b>	<b>Special Credit</b>
1982-1992	\$108
1993-1994	\$98
1995-1996	\$48

*Special Credits* are not taken into account in determining disability benefits.

**Total Credits.** The sum of your *Benefit Credits* and *Legacy Credits*.

**Vested Inactive Player.** You are a Vested Inactive Player if you meet the following criteria, but are not an Active Player:

- You earn five *Credited Seasons*; or
- You earn four *Credited Seasons*, including a *Credited Season* after the 1973 Plan Year; or
- You earn three *Credited Seasons*, including a *Credited Season* after the 1992 Plan Year; or
- After the 1975 Plan Year, you are an *Employee* on your normal retirement date; or
- After receiving T&P benefits under the Retirement Plan or Disability Plan, you are found to no longer qualify for T&P benefits.

**Year of Service.** You earn a *Year of Service* if you are an *Employee* during a *Plan Year* and you complete at least 1,000 *Hours of Service* or earn a *Credited Season*. However, you do not determine whether you have 1,000 *Hours of Service* by simply adding together each actual *Hour of Service*. Instead, you count your 1,000 *Hours of Service* as follows (without regard to whether you actually complete more or less than the number of *Hours of Service* in the day or month indicated):

## Disability & Neurocognitive Benefit Plan

- From July 1 through January 31, you get 10 *Hours of Service* for each day you complete one *Hour of Service*;
- From February 1 through June 30, you get 190 *Hours of Service* for each calendar month in which you complete at least one *Hour of Service*; and
- If your first *Year of Service* is after March 31, 2010, you are credited with ten *Hours of Service* for each day in which you complete one *Hour of Service* in every month.

Note that if you have a *Credited Season* for a *Plan Year*, you will receive credit for a *Year of Service* even if you complete less than 1,000 *Hours of Service* in that *Plan Year*. You cannot be credited for more than one *Year of Service* with respect to any *Plan Year*.

## Introduction

This Point System for Orthopedic Impairments (“Point System”) is used to determine whether a Player has a “substantial disablement” within the meaning of Plan section 5.5(a)(4)(B). The Point System assigns points to each orthopedic impairment recognized under the Plan. A Player is awarded the indicated number of points for each occurrence of each listed orthopedic impairment, but only where the Player’s orthopedic impairment arose out of League football activities, and the impairment has persisted or is expected to persist for at least 12 months from the date of its occurrence, excluding any reasonably possible recovery period.

A Player is awarded points only if his orthopedic impairment is documented according to the following rules. An impairment rating for a surgical procedure should be awarded if the record includes an operative report for the qualifying procedure, or if NFL Club records document the procedure. Surgical procedures reported through third party evaluations, such as independent medical examinations for workers’ compensation, should not be used unless corroborating evidence is available to confirm the procedure and its relationship to League football activities. MRIs are not necessary. Clinical findings are sufficient to award an impairment rating for symptomatic soft tissue injuries, such as an ACL tear, rotator cuff tear, etc.

The Point System Impairment Tables are organized as follows:

- Cervical Spine
- Thoracic Spine
- Lumbar Spine
- Shoulder
- Elbow
- Wrist
- Hand
- Hip
- Knee
- Ankle
- Foot

### POINT SYSTEM IMPAIRMENT TABLES

<b>Cervical Spine Impairment</b>	<b>Point Value</b>
Documented Herniated Cervical Nucleus Pulposus With Radiculopathy	5
Documented Cervical Radiculopathy With EMG And MRI, Supported By Findings Observed During Clinical Examination	5
Symptomatic Cervical Spondylolisthesis Grade I Or II	5
Symptomatic Cervical Spondylolisthesis Grade III Or IV	7
Cervical Compression Fracture With Greater Than 50% Compression Without Neurological Symptoms	8
Cervical Compression Fracture With Greater Than 50% Compression With Neurological Symptoms	10
Cervical Stress Fracture With Spondylosis	3
S/P Cervical Disc Excisions	3
S/P Cervical Fusion - Single Level	5
S/P Cervical Fusion – Multiple Levels (add one point for each additional level of cervical fusion)	2 levels = 6 points, 3 levels = 7 points, etc.
Each surgical procedure to revise or redo a failed Cervical Spine Surgery (i.e., procedure that did not achieve intended results)	1

<b>Thoracic Spine Impairment</b>	<b>Point Value</b>
Documented Herniated Thoracic Nucleus Pulposus With Radiculopathy	5
Thoracic Compression Fracture With Greater Than 50% Compression	5
S/P Thoracic Disc Excisions	3
S/P Thoracic Fusion - Single Level	5

**Disability & Neurocognitive Benefit Plan**

<b><u>Thoracic Spine Impairment</u></b>	<b><u>Point Value</u></b>
S/P Thoracic Fusion – Multiple Levels (add one point for each additional level of thoracic fusion)	2 levels = 6 points, 3 levels = 7 points, etc.
Each surgical procedure to revise or redo a failed Thoracic Spine Surgery (i.e., procedure that did not achieve intended results)	1

  

<b><u>Lumbar Spine Impairment</u></b>	<b><u>Point Value</u></b>
Documented Herniated Lumbar Nucleus Pulposus With Radiculopathy	5
Documented Lumbar Radiculopathy With EMG And MRI, Supported By Findings Observed During Clinical Examination	5
Symptomatic Lumbar Spondylolisthesis Grade I Or II	5
Symptomatic Lumbar Spondylolisthesis Grade III Or IV	7
Lumbar Compression Fracture With Greater Than 50% Compression Without Neurological Symptoms	8
Lumbar Compression Fracture With Greater Than 50% Compression With Neurological Symptoms	10
Lumbar Stress Fracture With Spondylosis	3
S/P Lumbar Disc Excisions	3
S/P Lumbar Fusion - Single Level	5
S/P Lumbar Fusion – Multiple Levels (add one point for each additional level of lumbar fusion)	2 levels = 6 points, 3 levels = 7 points, etc.
Each surgical procedure to revise or redo a failed Lumbar Spine Surgery (i.e., procedure that did not achieve intended results)	1

# Disability & Neurocognitive Benefit Plan

<b>Shoulder Impairment</b>	<b>Point Value</b>
S/P Subacromial Decompression	1
S/P Lateral Clavicle Resection	2
S/P Pectoralis Major Tendon Repair	2
S/P Longhead Biceps Tenodesis	2
S/P Bankart Repair Or Labral Repair	3
S/P Capsular Shift Reconstruction/Plication	3
S/P Subacromial Decompression with Rotator Cuff Repair	3
S/P Total Shoulder Arthroplasty	5
Each surgical procedure to revise or redo a failed Shoulder Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Acromioclavicular Joint Inflammation	2
Longhead Biceps Tendon Tear	1
Suprascapular Nerve Injury	1
Symptomatic Rotator Cuff Tendon Tear	2
Symptomatic Shoulder Instability	3
Pectoralis Major Tendon Tear	2
Glenohumeral Joint Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2

<b>Elbow Impairment</b>	<b>Point Value</b>
S/P Distal Biceps Tendon Repair	3
S/P Radial Head Excision	3
S/P Ulnar Collateral Ligament Repair/Reconstruction	3

# Disability & Neurocognitive Benefit Plan

<b><u>Elbow Impairment</u></b>	<b><u>Point Value</u></b>
S/P Radial Collateral Ligament Repair/Reconstruction	3
S/P Arthroscopy - Excision Of Bone Spurs, Removal Of Loose Bodies, Or Chondroplasty	3
S/P Total Elbow Arthroplasty	3
S/P Distal Triceps Tendon Repair	3
S/P Repair Of Medial And Lateral Epicondylitis	1
Each surgical procedure to revise or redo a failed Elbow Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Complete Ulnar Or Radial Collateral Ligament Tear	3
Triceps Tendon Tear	3
Distal Biceps Tendon Tear	3
Peripheral Nerve Injury – Moderate Or Greater (i.e., nerve injury that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2

<b><u>Wrist Impairment</u></b>	<b><u>Point Value</u></b>
S/P ORIF - Scaphoid	2
S/P ORIF - Distal Radius	2
S/P Scapholunate Ligament Repair	2
S/P Flexor Tendon Repair	2
S/P Extensor Tendon Repair	2
S/P Total Wrist Arthroplasty	3

# Disability & Neurocognitive Benefit Plan

<b>Wrist Impairment</b>	<b>Point Value</b>
Each surgical procedure to revise or redo a failed Wrist Surgery (i.e., procedure that did not achieve intended results)	1
Wrist Instability On Clinical Examination - Moderate Or Greater (i.e., instability that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2

<b>Hand Impairment</b>	<b>Point Value</b>
S/P Thumb Amputation	4
S/P Hand Arthroplasty	3
S/P Finger Amputation	2
S/P ORIF - Metacarpal Or Phalanx Fracture	1
S/P Ulnar Collateral Ligament Repair	1
S/P Radial Collateral Ligament Repair	1
Each surgical procedure to revise or redo a failed Hand Surgery (i.e., procedure that did not achieve intended results)	1
Mediolateral Ligamentous Instability - Moderate Or Greater (i.e., instability that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1
Decreased Range Of Thumb Motion Resulting In Loss Of Grip Or Pinch Strength - Moderate Or Greater (i.e., loss of grip or pinch strength that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2

# Disability & Neurocognitive Benefit Plan

<b><u>Hand Impairment</u></b>	<b><u>Point Value</u></b>
Decreased Range Of Finger Motion Resulting In Loss Of Grip Or Pinch Strength - Moderate Or Greater (i.e., loss of grip or pinch strength that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1

<b><u>Hip Impairment</u></b>	<b><u>Point Value</u></b>
S/P Total Hip Arthroplasty	5
S/P Labral Repair, Debridement, Or Removal Of Loose Bodies	3
S/P Chondroplasty With Impingement	3
S/P ORIF - Acetabular Fracture	3
S/P ORIF - Hip Fracture	3
S/P ORIF - Femur Fracture	3
Each surgical procedure to revise or redo a failed Hip Surgery (i.e., procedure that did not achieve intended results)	1
Acetabular Fracture - Closed Treatment	2
Hip Fracture - Closed Treatment	2
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	3

<b><u>Knee Impairment</u></b>	<b><u>Point Value</u></b>
S/P Total Knee Arthroplasty	5
S/P Unicompartment Knee Arthroplasty	4
S/P Patellectomy	4

# Disability & Neurocognitive Benefit Plan

<b>Knee Impairment</b>	<b>Point Value</b>
S/P ACL Reconstruction	4
S/P ACL Reconstruction With Meniscectomy Or Microfracture	6
S/P PCL Reconstruction	4
S/P PCL Reconstruction With Meniscectomy Or Microfracture	6
S/P ORIF - Patella Fracture	3
S/P ORIF - Tibial Plateau Fracture	3
S/P ORIF - Distal Femur Fracture	3
S/P Arthroscopy - Chondroplasty With Partial Lateral And Medial Meniscectomy	3
S/P Arthroscopy - Chondroplasty With Microfracture	3
S/P Posterolateral Corner Reconstruction	3
S/P Posterolateral Corner Reconstruction With Meniscectomy Or Microfracture	5
S/P Patellar Tendon Repair	3
S/P Quadriceps Tendon Repair	3
S/P Arthroscopy - Chondroplasty With Partial Lateral Or Medial Meniscectomy	2
S/P MCL Repair	2
S/P MCL Reconstruction With Meniscectomy Or Microfracture	4
S/P LCL Repair	2
S/P LCL Reconstruction With Meniscectomy Or Microfracture	4
Each surgical procedure to revise or redo a failed Knee Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic ACL tear	3
Symptomatic PCL tear	3
Patellar Instability	2

# Disability & Neurocognitive Benefit Plan

<b>Knee Impairment</b>	<b>Point Value</b>
Quadriceps, Hamstring, Adductor, Or Gastroc/Soleus Tear With Residual Weakness - Moderate Or Greater (i.e., weakness that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
Peripheral Nerve Injury – Moderate Or Greater (i.e., nerve injury that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	3

<b>Ankle Impairment</b>	<b>Point Value</b>
S/P Ankle Fusion	5
S/P ORIF - Ankle Fracture	3
S/P Arthroscopy - Chondroplasty And Microfracture	3
S/P Achilles Tendon Repair	3
S/P Lateral Ligament Repair Or Reconstruction	3
S/P Deltoid Ligament Repair Or Reconstruction	3
S/P Arthroscopy - Excision Of Spurs For Impingement	3
S/P Reduction Of Ankle Or Subtalar Dislocation	2
S/P Posterior Tibial Tendon Repair	2
S/P Tibialis Anterior Tendon Repair	2
S/P Peroneal Tendon Repair	2
S/P Tibial Intramedullary Nail Fixation	2
S/P Arthroscopy - Chondroplasty And Removal Of Loose Bodies	2

# Disability & Neurocognitive Benefit Plan

<b>Ankle Impairment</b>	<b>Point Value</b>
S/P Excision Of Os Trigonus	1
Each surgical procedure to revise or redo a failed Ankle Surgery (i.e., procedure that did not achieve intended results)	1
Posterior Tibial Tendon Insufficiency	3
Tibialis Anterior Tendon Insufficiency	3
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	3

<b>Foot Impairment</b>	<b>Point Value</b>
S/P Subtalar Fusion	5
S/P Great Toe Amputation	4
S/P Lisfranc Joint Fusion	4
S/P ORIF - Lisfranc Injury	3
S/P ORIF - Navicular Fracture	3
S/P ORIF - Talus Fracture	3
S/P ORIF - Calcaneus Fracture	3
S/P ORIF - Metatarsal Fracture	2
S/P Great Toe Fusion	2
S/P Lesser Toe Amputation	2
S/P Plantar Fascial Release	1
S/P Cheilectomy	1
Each surgical procedure to revise or redo a failed Foot Surgery (i.e., procedure that did not achieve intended results)	1
Hallux Rigidus - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	1

## Notes

## Notes

## Notes



2015



ASHMORE-PROD-104